

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **22_07_02**

THE BUYER: NHS Business Services Authority

BUYER ADDRESS **Stella House, Goldcrest Way, NE15 0NY**

THE SUPPLIER: Grant Thornton LLP

SUPPLIER ADDRESS: 30 Finsbury Square, London EC2A 1AG

REGISTRATION NUMBER: OC307742

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st November 2023. It's issued under the Framework Contract with the reference number RM6188 for the provision of ISAE3000 and ISAE3402 Reports.

CALL-OFF LOT(S):

Lot 4 -Other Independent Assurance

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where schedules are marked as not used these schedules are not being used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6188**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6188**

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2021

- o Joint Schedule 2 (Variation Form)
- o Joint Schedule 3 (Insurance Requirements)
- o Joint Schedule 4 (Commercially Sensitive Information)
- ~~o Joint Schedule 6 (Key Subcontractors) Not used~~
- o Joint Schedule 7 (Financial Difficulties)
- ~~o Joint Schedule 8 (Guarantee) Not used~~
- ~~o Joint Schedule 9 (Minimum Standards of Reliability) – Not used~~
- o Joint Schedule 10 (Rectification Plan)
- o Joint Schedule 11 (Processing Data)
- Call-Off Schedules for 22_07_02
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details)
 - ~~o Call-Off Schedule 6 (ICT Services) not used~~
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 10 (Exit Management)
 - ~~o Call-Off Schedule 12 (Clustering) Not used~~
 - ~~o Call-Off Schedule 13 (Implementation Plan and Testing) not used~~
 - ~~o Call-Off Schedule 14 (Service Levels) Not Used~~
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 16 (Benchmarking)
 - ~~o Call-Off Schedule 17 (MOD Terms) Not used~~
 - ~~o Call-Off Schedule 18 (Background Checks) not used~~
 - ~~o Call-Off Schedule 19 (Scottish Law) Not used~~
 - o Call-Off Schedule 20 (Call-Off Specification)
 - ~~o Call-Off Schedule 21 (Northern Ireland Law) Not used~~
 - ~~o Call-Off Schedule 23 (HMRC Terms) Not used~~
- 4. CCS Core Terms
- 5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
- 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

(i) specified in this Contract or

(ii) which the Buyer has Approved prior to the Supplier incurring

(iii) that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements

Special term 2 - Clause 10.5 of the Core Terms is amended as follows:

- *The existing paragraph under clause 10.5 is numbered 10.5.1;*
- *The following paragraph is inserted after clause 10.5.1 and is numbered clause 10.5.2:*

The Supplier may terminate a Call-Off Contract upon such period of written notice is reasonable in the circumstances, if there is any Change in Law or other change in circumstance outside of the Supplier's reasonable control which would mean that the performance of the Call-Off Contract (including the application of any fee arrangements) would result in the Supplier being in breach of any obligations relating to conflicts of interest, independence and integrity under Law applicable to the Supplier provided that, prior to issuing any such notice of termination, the Supplier shall use best endeavours to seek an alternative solution to termination (which shall include a requirement to terminate any contract with a third party if the existence of that contract has led to a conflict of interest) and mitigate the impact of any such alternative solution or termination.

Special term 3 - The definition of "Conflict of Interest" in Joint Schedule 1 is deleted and replaced by the following:

a conflict between:

(a) the financial interests,

(b) personal duties, or

(c) any obligations, applicable to the Supplier, relating to conflicts of interest, independence and integrity under Law,

of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS

Special Term 4 – Indexation

Where the Order Form states Indexation applies they shall be adjusted in line with changes in the Consumer Price Index measure (as determined by the Office for National Statistics). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier

1.2 Where the Order Form states Charges are subject to Indexation then it will be applied annually on the 13th day of November. The first indexation will be applied from the first anniversary of the contract start date and subsequent indexations will

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2021

be on the anniversary of each subsequent year (each such date a Review Date).

1.3 Where indexation applies the relevant adjustment shall be:

- a) determined by increasing or decreasing the relevant amount or sum by the percentage change in the index.*
- b) calculated by using the published index for the 12 months ended on the 31st October immediately preceding the relevant Review Date.*

The following Consumer Price index will apply to the Charges CPI INDEX 00: ALL ITEMS 2015=100 - Office for National Statistics (ons.gov.uk)

A worked example of the calculation (using the figures from the ONS Consumer Price Index (CPI) to be used if the first Review Date was November 2023: -

Fig A - CPI Index for October 2021 = 113.6

Fig B - CPI Index for October 2022 = 126.2

Fig C = Fig B – Fig A = 12.6

Fig D = (Fig C /Fig A) x 100 = 11.09%

Adjusted Charge = Hourly Rate + (Hourly Rate x 11.09%)

5. Where the Consumer Price index:

- 1. is used to calculate the adjustment at Review Date that figure will be used as the baseline to calculate the following years adjustment.*
- 2. is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect*

CALL-OFF START DATE: 13th November 2023

CALL-OFF EXPIRY DATE: 12th November 2027

CALL-OFF INITIAL PERIOD: 4 years

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

SECURITY

Short form security requirements apply

and



Information_Security
Policy.doc

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is



CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

Total estimated Call-Off charges are not guaranteed, there is no minimum Contract Value and Contract Charges may be more or less than the figure stated in Call off Schedule 5 (Pricing Details)

Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation as included in Call-Off Schedule 5 (Pricing Schedule)
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract and agreed by the Buyer in line with the Buyer's travel and subsistence policy.

PAYMENT METHOD

Electronic Invoice to be emailed to



BUYER'S INVOICE ADDRESS:

NHS Business Services Authority
Stella House
Goldcrest Way
NE15 8NY

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract

BUYERS AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

SHEPOL001 Environmental Policy August 2022 available online at: [SHEPOL 001 Environmental Policy.docx \(live.com\)](#)

BUYER'S SECURITY POLICY

ISMSPOL001 March 2023 available online at: [Information Security Policy .doc \(live.com\)](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

As listed in Joint Schedule 4 – Commercially Sensitive Information

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2021

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
 - 1.3.13 any reference in a Contract which immediately before Exit Day is a reference

to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);

	<ul style="list-style-type: none"> b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authorities to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;

"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
------------------------------	---

"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential"	means any information, however it is conveyed, that relates to the

"Information"	business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) workplace accommodation;

	<p>viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>i) Overhead;</p> <p>j) financing or similar costs;</p> <p>k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>l) taxation;</p> <p>m) fines and penalties;</p> <p>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of personal data Personal Data and privacy; (iii) all applicable Law about the Processing of personal data Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection"	has the meaning given to it in the UK GDPR;

"Officer"	
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals,

	<p>process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <ul style="list-style-type: none"> a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic

	compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2:</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <p>a) eligible to use the Framework Contract; and</p> <p>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>i) the Regulations;</p> <p>ii) the Concession Contracts Regulations 2016 (SI 2016/273);</p> <p>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);</p> <p>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</p> <p>v) the Remedies Directive (2007/66/EC);</p> <p>vi) Directive 2014/23/EU of the European Parliament and Council;</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending,

	refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, outside the reasonable control of each Party, affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of a government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to
-----------------------------	---

	the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> e) the legislation in Part 5 of the Finance Act 2013 and; and f) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practises, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Government Data"	the data, text, drawings, diagrams, images or sounds (together with
--------------------------	---

	any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practises of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;

"Indexation"	the adjustment of an amount or sum in accordance with the Consumer Price Index (CPI);
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p>

	<p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and

	means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, professional rules and ethical requirements, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period

"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non-Compliance"	where: <ul style="list-style-type: none"> a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any Tax return of the Supplier submitted to a Relevant Tax

	Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> iii) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; iv) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; v) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and vi) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued

	by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial

	<p>or other advantage to:</p> <p>vii) induce that person to perform improperly a relevant function or activity; or</p> <p>viii) reward that person for improper performance of a relevant function or activity;</p> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <p>ix) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>x) under legislation or common law concerning fraudulent acts; or</p> <p>xi) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>b) full details of the Default that has occurred, including a root cause analysis;</p> <p>c) the actual or anticipated effect of the Default; and</p> <p>d) the steps which the Supplier proposes to take to rectify the</p>

	Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agreed in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement"	any deliverables which are substantially similar to any of the

"Deliverables"	Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Sites"	any premises (including the Buyer Premises, the Supplier's premises
----------------	---

	<p>or third party premises) from, to or at which:</p> <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	<p>any:</p> <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;

"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;

"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	<ul style="list-style-type: none"> a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;

"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete]** as applicable:
CCS / Buyer]

Signature	
Date	
Name (in Capitals)	
Address	

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature	
Date	
Name (in Capitals)	
Address	

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2021

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000);
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than five million pounds (£5,000,000); and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	20th October 2023	<p>Information relating to clients for whom similar services have been provided in the past and details of our competencies in this area, specifically Supplier's approach to ISAE 3402/ISAE 3000 reporting.</p> <p>Disclosure of this information would prejudice the Supplier commercial interest (section 43(2) of the Act). This information is confidential and/or if disclosed would or would be likely to prejudice the commercial interests of the firm and/or the clients to whom these services have been provided.</p>	The duration of the procurement process and any service delivery contract resulting from it, including any extension of the contract
2	20th October 2023	<p>Fees, rates, prices and discounts</p> <p>Disclosure of this information would prejudice the Supplier's commercial interest (section 43(2) of the Act). This information is confidential and/or if disclosed would or would be likely to prejudice the commercial interests of the firm and/or the clients to whom</p>	The duration of the procurement process and any service delivery contract resulting from it, including any extension of the contract

		these services have been provided.	
3	20th October 2023	<p>intellectual property including:</p> <ul style="list-style-type: none"> · methodologies that would be used to provide the services (being the Supplier's approach to ISAE 3402/ISAE 3000 reporting) · tools use to provide the services · sample data provided to support our tender submission. <p>Disclosure of this information would prejudice the Supplier's commercial interest (section 43(2) of the Act). This information is confidential and/or would or would be likely to prejudice the commercial interests of the firm and/or constitute trade secrets.</p>	The duration of the procurement process and any service delivery contract resulting from it, including any extension of the contract
4	20th October 2023	<p>CVs of employees</p> <p>This is personal data and is subject to the Data Protection Act.</p>	The duration of the procurement process and any service delivery contract resulting from it, including any extension of the contract

Joint Schedule 6 (Key Subcontractors) – NOT USED

Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Credit Rating Threshold"	the minimum credit rating level for the Monitored Company as set out in Annex 2
"Financial Distress Event"	<p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orf) any of the following:<ul style="list-style-type: none">i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii) non-payment by the Monitored Company of any financial indebtedness;iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; oriv) the cancellation or suspension of

	any financial indebtedness in respect of the Monitored Company in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Call-Off Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	Supplier
"Rating Agencies"	the rating agencies listed in Annex 1.

2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive:

2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any Call-Off Contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off-Contract.

3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

A	is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;
B	is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
C	is the value at the relevant date of all account receivables of the Monitored; and
D	is the value at the relevant date of the current liabilities of the Monitored Company.

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 NOT USED

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on

the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

- (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
- (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress

Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.7.

- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

- 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
- 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

- 5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

What happens If your credit rating is still good

- 5.2 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- 5.2.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 5.2.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

Dun & Bradstreet

ANNEX 2: RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	51

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			

Joint Schedule 10 (Rectification Plan)

Crown Copyright 2021

Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and

Joint Schedule 11 (Processing Data)

Crown Copyright 2018

- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with

Joint Schedule 11 (Processing Data)

Crown Copyright 2018

- UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to

Joint Schedule 11 (Processing Data)

Crown Copyright 2018

- comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11.** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12.** The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13.** Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14.** The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15.** The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

Joint Schedule 11 (Processing Data)

Crown Copyright 2018

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1

(Processing Personal Data).

28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are [REDACTED]

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><i>The Buyer is the Controller and the supplier is the Processor in respect of:</i></p> <p><i>The access of the personal data needed to provide the contracted service namely:</i></p> <ul style="list-style-type: none">• <i>NHS Prescription Payments Process;</i>• <i>NHS Dental Payments Process.</i>• <i>NHS Student Bursaries Payments Process;</i>• <i>COVID Vaccine Payments Process and</i>• <i>Electronic Staff Record (ESR).</i> <p><i>The Parties are Independent Controllers of Personal Data</i></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></p> <ul style="list-style-type: none">• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>• <i>The Supplier has professional or regulatory obligations in respect of Personal Data received,</i>•

Joint Schedule 11 (Processing Data)

Crown Copyright 2018

Duration of the Processing	<i>Term of the contract</i>
Nature and purposes of the Processing	<i>The supplier will review the data to independently assess managements statement about performance and controls of the process and systems.</i>
Type of Personal Data	<p>Personal data processed for the purposes of auditing each service as follows:</p> <p><i>NHS Prescription Payments Process; NHS Dental Payments Process. NHS Student Bursaries Payments Process; COVID Vaccine Payments Process and Electronic Staff Record (ESR).</i></p> <p><i>This will include:</i></p> <ul style="list-style-type: none"> - Customer and patient personal details. Such as, but not limited to, name, address, data of birth, NI number, NHS number etc as held on record for each service - Staff names and work contact details - Financial information - Training, employment, and education information - Physical and/or mental health information - Racial and/or ethnic origin
Categories of Data Subject	<ul style="list-style-type: none"> - <i>Staff, persons contracted to provide a service</i> - <i>Customers and clients</i> - <i>NHS Patients</i> - <i>Suppliers and service providers</i>
Plan for return and destruction of the data once the Processing is complete UNLESS	<i>The NHSBSA will revoke access to the data and any transferred data will be securely returned to NHSBSA by the supplier at the end of contract unless the Supplier has a legal obligation under UK law to retain the source data. It is the responsibility of that Supplier to inform NHSBSA of this and justify any such retention and explain their reasoning to NHSBSA.</i>

Joint Schedule 11 (Processing Data)
Crown Copyright 2018

requirement under Union or Member State law to preserve that type of data	
---	--

Annex 2 - Joint Controller Agreement – NOT USED

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) Working Days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

The Buyer will agree with the Supplier the Transparency Reports required through the Term which may incorporate information from the areas set out in the table above. Please note, the below is not an exhaustive list.

Title	Content	Format	Frequency
Performance Management	As detailed in Call off Schedule 20 (Call off Specification)	To be discussed at contract management meetings	Monthly
Key Performance Indicators	As agreed at contract management meetings	As agreed at contract management meetings	Monthly

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

- 1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Acquired Rights Directive"	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
------------------------------------	--

"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none">a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;b) unfair, wrongful or constructive dismissal compensation;c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;d) compensation for less favourable treatment of part-time workers or fixed term employees;e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;f) employment claims whether in tort, contract or statute or otherwise;g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
-----------------------------	--

"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

<p>"Staffing Information"</p>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
--------------------------------------	---

"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.

Call-Off Schedule 2 (Staff Transfer

Crown Copyright 2021

2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

3.1 Only the following parts of this Schedule shall apply to this Call Off Contract:

- o Part C (No Staff Transfer on the Start Date)
- o Part E (Staff Transfer on Exit)

Part A: Not Used

Part B: Not Used

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or

Call-Off Schedule 2 (Staff Transfer

Crown Copyright 2021

any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.
- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions – Not Used

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
- :
- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer Such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer

Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any

periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits

- and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and

- 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
 - 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
 - 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
 - 2.9 The indemnity in Paragraph 2.8:
 - 2.9.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and
- 2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .
- 2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:
 - (b) the Supplier and/or any Subcontractor; and
 - (c) the Replacement Supplier and/or the Replacement Subcontractor.
- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
 - 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List

- or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
 - 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
 - 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 1.2 The Buyer and the Supplier acknowledge that nothing in this Schedule requires the Supplier to implement improvements where to do so would result in any breach or non-compliance with any Laws.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2021

- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 5 (Pricing Details)



1. Indexation

- 1.1 Where the Order Form states Indexation applies they shall be adjusted in line with changes in the Consumer Price Index measure (as determined by the Office for National Statistics). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.
- 1.2 Where the Order Form states Charges are subject to Indexation then it will be applied annually on the thirteenth day of November. The first indexation will be applied from the first anniversary of the contract start date and subsequent indexations will be on the anniversary in each subsequent year (each such date a Review Date).
- 1.3 Where indexation applies the relevant adjustment shall be:
- determined by increasing or decreasing the relevant amount or sum by the percentage change in the index.
 - calculated by using the published index for the 12 months ended on the 31st October immediately preceding the relevant Review Date.

The following Consumer Price index will apply to the Charges CPI INDEX 00: ALL ITEMS 2015=100 - Office for National Statistics (ons.gov.uk)

A worked example of the calculation (using the figures from the ONS Consumer Price Index (CPI) to be used if the first Review Date was November 2023: -

Fig A - CPI Index for October 2021 = 113.6

Fig B - CPI Index for October 2022 = 126.2

Fig C = Fig B – Fig A = 12.6

Fig D = (Fig C /Fig A) x 100 = 11.09%

Adjusted Charge = Hourly Rate + (Hourly Rate x 11.09%)

1.4 Where the Consumer Price index:

1. is used to calculate the adjustment at Review Date that figure will be used as the baseline to calculate the following years adjustment.
2. is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

2. Fee assumptions

2.1 The Supplier's fees are based on the following assumptions:

- there are no changing requirements from professional and regulatory bodies in relation to the Services or ISAE 3402 during the course of this engagement;
- there will be no changes in the Buyer's services, controls, systems and procedures during the Contract;
- no controls that are remediated during the examination will need to be retested;
- The Buyer will have disclosed to us all relevant information and evidence, and the information and evidence the Supplier requires will be reliable and will be provided to us without undue delay;
- no additional work shall be required of the Supplier in relation to this contract outside of the scope of the Supplier's work set out in this contract and no additional work shall be required.

2.2 The assumptions above are based on the submission of the initial 5 reports listed in the Call off Schedule 20 Specification. Any variances to the number of reports as specified in Clause 4 of such schedule or change to the controls will need to be agreed between the Buyer and the Supplier.

2.3 Notification of any changes will be brought to the attention of both the Supplier or the Buyer as soon as possible.

2.4 Any variation to the above will need to be agreed between the Supplier and the Buyer. Any agreed variance to costs will be in line with the rates listed in Call off Schedule 5 (Pricing).

3. Redeployment

3.1 Scheduling appropriate staff to complete the Services requires a significant degree of planning and coordination from both the Buyer and the Supplier. The Supplier will agree reasonable dates with the Buyer staff at the initial kick off meetings to determine suitable deadlines as per Call Off Schedule 20 (Specification) Clause 13 Key Milestones for both the Buyer staff and the Supplier to complete the requirements.

3.2 If there is a delay in the commencement or completion of the services whether caused by the Buyer or the Supplier, both parties will agree an action plan to complete the services as soon as reasonably possible and will agree the cost to complete such services which are to be in line with the rates included within Call-Off Schedule 5 (Pricing Details).

3.3 Where Supplier staff can be redeployed to alternative projects if delays occur, no remedial costs will be incurred by the Buyer. The Supplier must make reasonable efforts to communicate with the Buyer in relation to potential delays and must make reasonable efforts to redeploy staff if delays arise.

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or paternity, shared parental or adoption or long term or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully

competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers unsatisfactory in any respect. The Buyer shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a

"BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree on the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Disputes shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other.
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
- (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree on the Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Disputes shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practises or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved by the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

- 1.1** In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security" the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Buyer has required compliance the

rewith in accordance with paragraph 2.2;

"Security Management Plan" the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1** The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2** The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2021

and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.3** Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4** If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5** Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1** The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2** The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1** is in accordance with the Law and this Contract;
 - 3.2.2** as a minimum demonstrates Good Industry Practice;
 - 3.2.3** meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4** where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3** The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4** In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1** The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- ### **4.3.1**
- Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2021

- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2021

- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Part B: Long Form Security Requirements

NOT USED

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2021

Part B – Annex 1:

Not used

Part B – Annex 2 - Security Management Plan

Not Used

Call-Off Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission

pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

- 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement

Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

- 7.2.1 vacate any Buyer Premises;
- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the

Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Subcontract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets;
and

(b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

Call-Off Schedule 10 (Exit Management)

Crown Copyright 2021

- 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager(s) shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager(s) in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

- 3.3 Receipt of communication from the Supplier's Contract Manager(s) by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer and the Supplier have identified.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

To be agreed with Contract Management Team at commencement of contract.

Call-Off Schedule 16 (Benchmarking)

1. Definitions

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	In respect of Benchmarked Rates, based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

Call-Off Schedule 16 (Benchmarking)

Call-Off Ref:

Crown Copyright 2021

2. When you should use this Schedule

- 2.1** The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables represent value for money to the taxpayer throughout the Contract Period.
- 2.2** This Schedule sets out to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3** Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1** The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2** The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3** The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4** The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5** The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6** Upon its request for a Benchmark Review, the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree to the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7** The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices

Call-Off Schedule 16 (Benchmarking)

Call-Off Ref:

Crown Copyright 2021

by the benchmark shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- (a) a proposed cost and timetable for the Benchmark Review;
- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- (c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgement using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;

Call-Off Schedule 16 (Benchmarking)

Call-Off Ref:

Crown Copyright 2021

- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
 - (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
 - (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

CONTENTS

1.	OVERVIEW OF THE BUYER	2
2.	BACKGROUND TO BUYER REQUIREMENTS	2
3.	OBJECTIVES	3
4.	BUYER REQUIREMENT	3
5.	SECURITY REQUIREMENTS	4
6.	INTELLECTUAL PROPERTY RIGHTS	7
7.	SERVICE LEVELS AND PERFORMANCE	7
8.	QUALITY AND SUSTAINABILITY	7
9.	CONTINUOUS IMPROVEMENT	8
10.	BASE LOCATION	8
11.	PAYMENT	8
12.	STAFF VETTING, EXPERIENCE AND QUALIFICATIONS	9
13.	KEY MILESTONES	9
14.	BUYER'S RESPONSIBILITIES	9
15.	REPORTING	10
17.	DEFINITIONS AND ACRONYMS	10
18.	APPENDIX 1 – BUYER POLICIES	12
18.	APPENDIX 2 – BUYER POLICIES	13
18.	APPENDIX 3 – CONTROL MATRICES	14

1. OVERVIEW OF THE BUYER

- 1.1 The Buyer is an Arm's Length Body of the Department of Health and Social Care (DHSC) and provides business solutions to the wider NHS including: payments to pharmacists and dentists; administering the NHS pension scheme; operating various Help with Health Cost schemes; managing Bursaries Schemes; managing the prescription and dental exemption checking schemes, administering the General Health Insurance Card scheme and a range of other services.

2. BACKGROUND TO BUYER REQUIREMENT

- 2.1 On behalf of the wider NHS the Buyer makes dental, prescription, Covid vaccine and student bursary payments. It also provides the Electronic Staff Record (ESR) to a range of NHS bodies. ESR is a national integrated payroll and human resources management system for the NHS. In order to provide third party assurance over the controls in place for these payments and systems the Buyer requires an external organisation to undertake an annual audit exercise in each area. This results in the production of an individual ISAE3402 (Type 2) or ISAE3000 (Type 2) report for each of the services, on the control, design and tests of operational effectiveness of the controls in place during the financial year.
- 2.2 The purpose of these reports is to provide appropriate assurances to those charged with governance of the bodies to which the Buyer provides such services and to report on the appropriate control environment in operation. In order to give users of the services greater assurance about the quality of the Buyer's infrastructure, the Buyer engages a third party to review the controls and deliver an independent third party opinion of their design and operational effectiveness. These reviews result in documents which are produced in line with the requirements of the International Standard on Assurance Engagements (ISAE). ISAE 3402 and ISAE 3000 reports, developed by the International Auditing and Assurance Standard Board, are widely recognised standards used by accounting firms to independently assess management's statement about performance and controls. In these documents, the controls surrounding the transparency and accuracy of the services' processes are set out along with the independent assurance provided by the third party under the ISAE 3402/3000 assurance standards. In developing the management statement and assessment criteria over the transparency and accuracy of the services' processes, the Buyer considers all of the underlying components.
- 2.3 The supplier will be required to conduct the work in accordance with ISAE 3402. The procedures will include making enquiries of management about the Buyer's specific services, Dental payments process, Prescription payments process, Vaccine payments process, Student Bursary payments process, observing specific controls, inspecting relevant documentation prepared by the Buyer and testing certain specific controls, which will be set out in an attachment to the suppliers report. The procedures will assess the risks that the description is not fairly presented or that the controls were not suitably designed or operating effectively, to achieve the related control objectives with regards to the criteria specified by the Buyer.
- 2.4 The controls report will describe the control objectives and the related controls

together with aspects of the Buyer's control environment, risk assessment, management information, communication and monitoring processes that may be relevant to the provision of NHS Business Services Buyer's Dental payments process, Prescriptions payments process, Vaccine payments process and Student Bursary payments process. In preparing this report the directors will have regard to, as a minimum, the criteria specified within ISAE 3402 but they may add to these criteria to the extent necessary in order to meet the Buyer's expectations.

- 2.5 The reasonable assurance engagement ISAE 3000 in respect of the Buyer's report of controls in operation over the Electronic Staff Record (ESR). This report of controls will consist of a statement by the Buyer's management ("Management's Statement"), supported by control objectives and a description of relevant controls (the "Description"), on the suitability of design and operating effectiveness of internal controls placed in operation over the ESR Workforce Solution.
- 2.6 The Supplier's procedures will include making enquiries of management about the ESR Workforce Solution, observing specific controls, inspecting relevant documentation prepared by the Buyer and testing certain specific controls, which will be set out in an attachment to the Supplier's assurance report. The Supplier's procedures will assess the risks that the description is not fairly presented or that the controls were not suitably designed or operating effectively, to achieve the related control objectives with regards to the criteria specified by the Buyer
- 2.7 The controls report will describe the control procedures together with aspects of the company's control environment, risk assessment, management information, communication and monitoring processes that may be relevant to the provision of the Buyer's ESR Workforce Solution.

3 OBJECTIVES

- 3.1 The objectives of the service will be:
- 3.1.1 To provide an independent assessment which expresses an opinion of the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in managements description;
- 3.1.2 The report is produced solely for the Buyer's use and not for the benefit of any subservice organization and distribution of the report will be to enable users to verify that a report by independent accountants in connection with the controls in respect of the services has been commissioned by the Buyer's directors;
- 3.1.3 The Report will be distributed in full only as is accomplished by Management's Statements, selected information, description of controls and relevant assessment criteria to which the assurance report relates;
- 3.1.4 To conduct all operations securely and confidentially in line with the requirements set out at paragraph 5 of this Schedule 2 Annex 1 – Part A _ Service Requirements;
- 3.1.5 To carry out all operations safely and comply with relevant policies and procedures of the Supplier and Buyer set out in Appendix 1.
- 3.1.6 Provide ISAE3402 and ISAE3000 reports to the Buyer annually by the agreed dates stating whether in the Supplier's opinion:
- a) The description in the controls report fairly presents the Buyer's and the subservice organisation's Dental, Vaccine, Prescriptions

and Student Bursary payments process and ESR that were designed and implemented throughout the audit period

- b) The controls related to the control objectives stated in the controls report were suitably designed to provide reasonable assurance that the specified control objectives would have been achieved if the described controls operated effectively throughout the audit period and;
- c) The controls that are tested are operating with sufficient effectiveness to provide reasonable assurance that the related control objectives stated in the controls report were achieved throughout the audit period.

3.1.7 Perform a reasonable assurance engagement in accordance with International Standard on Assurance Engagement 3000 (Revised) 'Assurance engagements other than audits or reviews of historical financial information' (ISAE 3000 (Revised)), issues by the International Auditing and Assurance Standards Board resulting in an ISAE3000 report to the Buyer annually by agreed dates stating whether in the Supplier's opinion:

- a) The description fairly presents the Buyer's controls over ESR Workforce Solution that were designed and implemented throughout the audit period
- b) The controls described in the controls report were suitably designed to provide reasonable assurance that the specified control objectives would have been achieved if the described controls operated effectively throughout the audit period and;
- c) The controls that were tested were operating with sufficient effectiveness to provide reasonable assurance that the specified

4. BUYER REQUIREMENT

4.1 The Buyer is seeking a supplier who can provide:

- i. Type 2 ISAE 3402 reports for the following services;
 - a. Prescription Payments Process;
 - b. Dental Payments Process.
 - c. Student Bursaries Payments Process;
 - d. Covid Vaccine Payments Process and
- ii. Type 2 ISAE 3000 report for the following service:
 - a. Electronic Staff Record (ESR).

4.2 One copy of the assurance report for each service is required annually and should cover the testing carried out for the year 1st April – 31st March.

4.3 The Supplier must ensure security of Buyer's data and information as set out in Paragraph 14 RM6188 Core Terms and Paragraph 5 Joint Schedule 11 Data Processing.

4.4 The Supplier must comply with the Mandatory Requirements set out in Crown Commercial Services Audit and Assurance Services Framework RM6188 Framework Schedule 1 Mandatory Service Requirements: All Lots and Lot 4– Other independent Assurance.

4.5 The Buyer may add and/or remove services to its portfolio through the term which may require the production of individual ISAE3402 (Type 2) or ISAE3000 (Type 2) reports, therefore the Supplier must have the flexibility of supply to adapt to changes of this nature.

5 SECURITY REQUIREMENTS

5.1 The Supplier shall comply with Framework Schedule 1, section 3 set out at Appendix 2 of this document in addition to the following mandatory requirements in respect of the systems and processes used to ensure security of Buyer information sent, received and stored and/or shall provide their own Security Policy which must be approved by the Buyer prior to commencement:

1. Non Functional Requirements

- a) The Supplier shall meet as a minimum one of the following:
 - i. Define and implement an information security policy, related processes and procedures;
 - ii. That the services are, as a minimum, compliant with the requirements and controls of ISO27001;
 - iii. The Supplier must maintain Cyber-Essentials Certification and/or Cyber Essentials Plus Certification.
- b) The Service must be able to be assured in line with the Buyer Information Security Risk Management Framework
- c) The Supplier shall ensure that Access Management is provided in accordance with the Buyer Information Security Policy [Information Security Policy \(nhsbsa.nhs.uk\)](https://nhs.uk/infrastructure/information-security-policy)
- d) The Supplier must ensure that a suitable access management system is provided differentiating between users, super users and administrators. Ensuring users only have access to what they need to, to perform their normal, support or administrative roles.
- e) The Supplier must ensure access to Buyer data including backups if applicable is managed in accordance with the Buyer's Data handling and storage policy [ISMSPOL 082 NHSBSA Data Classification Handling and Storage Policy](https://nhs.uk/infrastructure/information-security-policy)
- f) The solution must be hosted in certified UK data centres as part of a cloud SaaS delivery. Acceptable certifications may include ISO27001, ISO27017, ISO27018 & SOC. The level of risk will determine the type of cloud solution and certifications required.
- g) Cloud solutions must follow the NCSC Cloud Security Principles.
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

- h) The solution must provide a transparent audit trail of all user activities, which can be reported on and interrogated by the Buyer. All the Services shall have the ability to capture events at user, supplier and system level and pass events to a syslog server. The available logs and audit functionality must be documented.
- i) The solution must be subjected to an IT Health Check in line with the Cabinet Office Guidance by a CREST approved independent organisation at the supplier's own cost. These tests must take place before 'go-live' of the service, after any significant changes to the provided service, and least at on an annual basis. Reports from health checks must be made available to the Buyer.
- j) Where the system is expected to store or retain Buyer information it must allow the Buyer to enforce its data retention requirements and additional requirements detailed in Data Protection legislation including General Data Protection Regulation.
- k) Provide full disaster recovery service. The Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents. BS25999-1:2006 "Code of Practice for Business Continuity Management" and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of "IT Service Continuity Strategy" or "Disaster Recovery" plans
- l) The Supplier shall comply with the processes and procedures for the identification and escalation of Security Incidents and associated Problems in accordance with the NHSBSA Information Governance (IG) Policies, Processes and Procedures and Service Management's Security Incident Management Policies, Processes and Procedures, in place as of the Effective Date or as subsequently agreed between the parties
- m) To support the assurance the Supplier shall work with the Buyer to produce information risk management documentation, including Assurance Statement, Security Risk Assessment against the Baseline Control Set and other associated evidence.
- n) Data sanitisation and equipment disposal must meet the NHS Digital Guidelines.
http://content.digital.nhs.uk/media/23585/Data-destruction-standards/pdf/HSCIC_Data_Destruction_Standard_v3.2.pdf

2. Functional Requirements

- a) Solution must be compatible with at a minimum the following Vendor supported browsers: Edge, IE, Chrome, Firefox and Safari
- b) The solution must protect the information when in transit. TLS or other encrypted protocol is expected. Websites, API's and E-mail must follow the Transport Layer Security guidance [Cloud security guidance - NCSC.GOV.UK](#) and be compliant with at least the Intermediate configuration
- c) The solution's use of cookies must be in accordance with the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011
- d) Passwords must be implemented in line with latest NCSC guidance: [Cloud security guidance - NCSC.GOV.UK](#)

- e) Web applications must mitigate against the OWASP top ten vulnerabilities
- f) Access to different parts of the solution should be controlled by user groups, roles and permissions and managed by the admin users
- g) The Supplier must allow for data to be encrypted as required by the Buyer when providing database infrastructure services or products;
- h) The Supplier shall manage and maintain Malicious Software protection for the Services, in accordance with the Buyer Governance (IG) Information Security Management System.

6 INTELLECTUAL PROPERTY RIGHTS (IPR)

- 6.1 All audit products produced during the course of the service will be owned by the Buyer.
- 6.2 All audit products (including terms of reference and reports etc.) produced must be provided to the Buyer by the end of the third week in April each year as set out in paragraph 13.2.
- 6.3 The Supplier will permit the disclosure of the Supplier's report, in full only and accompanied by the Buyer's report to which it related, to customers of the Buyer's Dental payments process, Prescription payments process, Vaccine payments process, Student Bursary payments process and ESR process and to their auditors, to enable these parties to verify that a report by the Supplier in connection with the Buyer's internal controls has been commissioned by the Buyer and issued.
- 6.4 The Supplier will include a caveat within the Supplier's reports which sets out that they do not accept any responsibility or liability to the Buyer's customers or their auditors or prospective customers
- 6.5 Where the Buyer prepares marketing literature which will refer to either the Supplier or the Supplier's report the Buyer will seek the Supplier's consent to those references in advance, such consent shall not be unreasonably withheld
- 6.6 The Supplier will not accept or assume responsibility to anyone other than the Buyer and those customers of the Buyer using the Buyer's Dental payment process, Prescriptions payments process, Vaccine payments process, Student Bursary payments process and ESR process during the period covered by the Supplier's report who accept in writing the terms of an assumption of duty letter which will be provided by the Supplier and agreed with the customers, for the Supplier's work, for the Supplier's report or for the opinion the Supplier will form.

7 SERVICE LEVELS AND PERFORMANCE

- 7.1 The Buyer will measure the quality of the Supplier's delivery in accordance with the KPI's agreed between the Supplier and the Buyer at the first contract management meeting.
- 7.2 Any poor performance by the Supplier will be discussed at contract management meetings. Improvement plans will be discussed, agreed and monitored as necessary through the term of the Contract in accordance with CCS RM6188 Call-Off Schedule 14.

8 QUALITY AND SUSTAINABILITY

8.1 The Supplier shall support the Greening Government Commitments for example including, but not limited to, minimising travel, and encouraging travel by public transport and align with the Buyer's Travel and Subsistence Policy set out at Appendix 1.

8.2 The Supplier shall adopt paperless working where feasible to reduce resource usage and waste.

8.3 The Supplier shall comply with the Buyer's policies set out in Appendix 1 of this document whilst on site at the Buyer's premises.

8.4 Supplier shall comply with the Government Buying Standard for paper and paper products and any virgin paper content should comply with the Government Timber Policy.

9 CONTINUOUS IMPROVEMENT

9.1 The Supplier shall endeavor to continually improve the way in which the required Services are to be delivered throughout the term.

9.2 Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.

9.3 The Supplier shall endeavor to reduce the duration required and increase cost efficiencies for each report year on year without detriment to the quality of service provided.

10 BASE LOCATION

10.1 The location of the Services will be carried out primarily at the Buyer's premises set out below, however this may change from time to time during the term:

10.1.1 Stella House, Goldcrest Way, Newcastle upon Tyne, NE15 8NY for all services:

10.1.2 Prescription Payments Process - Newcastle upon Tyne - Bridge House, 152 Pilgrim Street, Newcastle upon Tyne, NE1 6SN;

10.1.3 Student Bursaries Payments Process - Fleetwood - Hesketh House, 200 – 220 Broadway, Fleetwood, Lancashire, FY7 8LG;

10.1.4 Dental Payments Process - Devonshire Suite, Greencoat House, 32 St Leonard's Road, Eastbourne, East Sussex, BN21 3UT

10.2 Electronic Staff Record (ESR)-

10.2.1 Crown Hosting Data Centre at QinetiQ Cody Technology Park, Farnborough, GU14 0LL

10.2.2 Printing and distribution, Opus Trust Marketing Limited, 133-137 Scudamore Road, Leicester, LE3 1UQ

10.2.3 Crown Hosting Data Centre in Spring Park, Westwells Road, Hawthorn, Corsham, Wiltshire, SN13 9GB

11 PAYMENT

- 11.1 All payments will be in accordance with Schedule 5 of the call off contract.
- 11.2 Reimbursable Expenses must not exceed those detailed in Buyer's travel and subsistence policy as set out at Appendix 1 to this document.
- 11.3 The Supplier will be expected to provide supporting evidence (e.g. timesheets) for all personnel who undertake work relating to the contract with each invoice.

12 STAFF VETTING, EXPERIENCE AND QUALIFICATIONS

- 12.1 The Buyer requires the Supplier to provide a sufficient level of resource throughout the term of the Contract in order to consistently deliver a quality service.
- 12.2 Supplier staff assigned to the Contract shall have experience of delivering ISAE3000 & ISAE3402 assurance engagement reports the relevant qualifications and experience to deliver the audit services and should be qualified auditors holding the Institute of Internal Auditors CMIIA qualification or CCAB.

13 KEY MILESTONES

- 13.1 The Supplier should note the following Key Activities that the Buyer anticipates relating to each report:

No	Activity	Timeframe
1.	Account management level kick off meeting	Within 10 working days of the commencement of the contract and each contract year thereafter
2.	Opening meetings with Supplier & Authority (one per service area)	Within 10 working days of Activity No. 1
3.	Supplier to Map out current controls & confirm Key contacts	To be issued within 20 working days of Activity 2
4.	Supplier to develop appropriate testing methodology and commence Fieldwork	To be commenced following Activity No. 3
5.	Supplier to provide weekly updates to Buyer	Weekly as required following Activity No. 2 and during Activity No. 4
6.	Supplier to deliver final assurance re- ports	On or before the end of the third week in April each year

- 13.2 The Supplier must provide completed assurance reports for all service areas on or before the end of the third week of April following the financial year (April-March) being audited.

14 BUYER'S RESPONSIBILITIES

- 14.1 Provide overall manager for the service who will be the Buyer's Governance & Assurance Manager.
- 14.2 Provide a nominated Buyer contact for each of the individual service areas being audited.
- 14.3 Make Buyer staff/ information available as required, and fully cooperate Supplier auditors.
- 14.4 Buyer is responsible for determining the extent and objectives of its internal controls.
 - 14.4.1 This includes the responsibility for the prevention and detection of fraud and other illegal acts.
 - 14.4.2 To discharge this responsibility, Buyer's management will need to ensure that an adequate system of effective internal control is instituted.
 - 14.4.3 The Supplier's work should not be viewed as a substitute for such controls and is not designed (and therefore should not be relied upon) to detect fraud or other irregularities that may exist.
- 14.5 Whenever any matter arises which involves, or is thought to involve, malpractice of any kind, Buyer will notify the Supplier forthwith where it impacts the scope of the Supplier's work.
- 14.6 Buyer is responsible for preparing a description of the system, including the completeness, accuracy, and method of presentation, and for preparing and providing a written assertion about whether:
 - 14.6.1 its description of the system fairly presents the Buyer's system that was designed and implemented throughout the specified period;
 - 14.6.2 its description of the system fairly presents the Buyer's system that was designed and implemented throughout the specified period;
 - 14.6.3 the controls related to the control objectives stated in its description of the system were suitably designed to achieve those control objectives throughout the specified period; and
 - 14.6.4 the controls related to the control objectives stated in the description of the system operated effectively throughout the specified period to achieve those control objectives.
- 14.7 Buyer is also responsible for:
 - having a reasonable basis for its assertion, which is required to be included in, or attached to, management's description of the system and provided to user entities;
 - selecting the criteria to be used to measure, present, and evaluate the description of the system, control objectives, and controls and stating the criteria in the assertion;
 - specifying the control objectives and stating them in the description of the system;
 - identifying the risks that threaten the achievement of the control objectives and designing, implementing, and documenting controls that are suitably designed and

operating effectively to provide reasonable assurance that the control objectives will be achieved;

- adequately describing complementary user entity controls, if any;
- adequately describing any services performed by a subservice organisation, including whether the inclusive or carve-out method has been used in relation to them. When using the carve-out method, the Buyer is responsible for identifying the types of complementary subservice organisation controls that the Buyer assumes to be implemented at the subservice organisation. When using the inclusive method, the Buyer is responsible for agreeing and coordinating the use of the inclusive method with the subservice organisation;
- providing full access to all information, such as records and documentation, including service level agreements and internal audit or other reports, of which management is aware that is relevant to the description of the system and management's assertion, and providing additional information that we may request from management for purposes of our examination;
- providing unrestricted access to personnel from the Buyer from whom the Supplier and the Buyer determine it necessary to obtain evidence relevant to our examination;
- informing the Supplier of any significant changes in the description of the system, control objectives, or controls that have occurred since the last examination;
- informing the Supplier of all design deficiencies in controls of which management is aware, including those for which management believes the cost of corrective action may exceed the benefits;
- informing the Supplier of all instances of which management is aware when controls did not operate as described;
- informing the Supplier of any actual, suspected, or alleged fraud by management or the Buyer's employees that could affect the presentation of management's description of the Buyer's system or the suitability of the design or operating effectiveness of the controls stated therein;
- informing the Supplier of all instances of noncompliance with laws and regulations or uncorrected misstatements that could affect the fairness of the presentation of management's description of the Buyer's system or the completeness or achievement of the control objectives stated in the description, including noncompliance or uncorrected misstatements attributed to the Buyer that may affect one or more user entities; and
- informing the Supplier of any events subsequent to the specified period through to the date of the report that could have a significant effect on management's assertion.

14.8 The Supplier has set out dates in the plan listed at Clause 1.5 Call off Schedule 4 Tender Response and will further agree dates with the Buyer staff at the initial kick off meetings by which the Supplier requires evidence to be able to deliver the reports as per the agreed timetable. If this evidence is not supplied by the dates required per the Supplier Project plan (or subsequently agreed dates), the Supplier will not be able to meet the required reporting deadline.

14.9 The response time for both the Buyer and the Supplier are as follows:

- 14.9.1 queries/clarification requests to be responded to within 3 business days.
- 14.9.2 information requests to be responded to within 5 business days.

- 14.10 Both parties shall attend necessary project status meetings, respond to the project issues faced by the Supplier, provide inputs and work collaboratively to resolve those issues.
- 14.11 The Supplier and the Buyer will work together year on year to produce an efficient delivery plan that is beneficial to both the Supplier and the Buyer and allows both parties reasonable time to deliver the requirements of this contract.
- 14.12 In order that management of the subservice organisation understands the respective responsibilities the Buyer will obtain confirmation from the subservice organisation that they will:
- i. Give the Supplier access to relevant information and explanations for the purpose of the services;
 - ii. Provide management's description of systems and controls which shall be included in the ISAE 3402 and ISAE 3000 reports
 - iii. Sign a Management Statement in accordance with ISAE 3402 and ISAE 3000
 - iv. Provide the Supplier with written representation substantially in the form of the template letter the Supplier will provide to them and;
 - v. The Supplier may seek written representations from the directors in relation to matters on which independent corroboration is not available. The Supplier shall also seek confirmation from the directors that all information of which they should be aware has been brought to their attention.
- 14.13 The Buyer is responsible for:
- i. The design, implementation and operation of appropriate controls that provide an adequate level of control over the Buyer's Services including the specific control objectives that the controls are designed to achieve;
 - ii. Accepting responsibility for the service organisations internal controls
 - iii. Evaluating the effectiveness of the services organisations controls using suitable criteria;
 - iv. Supporting their evaluation with sufficient evidence, including documentation and
 - v. Providing in the controls report a 'Management's written statement' on the service organisations internal controls for the relevant period

15 ISAE 3402 and ISAE 3000 Examination

- 15.1 The Supplier's examination will be conducted in accordance with the ISAE 3402 and ISAE 3000 standards established by the International Auditing and Assurance Standards Board ("IAASB").
- 15.2 The Supplier's examination will include those procedures it considers necessary in the circumstances to obtain a reasonable basis for rendering the Supplier opinion, including procedures to obtain reasonable, but not absolute assurance, about whether, in all material respects, based on suitable criteria:

- the Buyer's description of the system fairly presents the system that was designed and implemented throughout the specified period;
- the controls related to the control objectives stated in the Buyer's description of the system were suitably designed throughout the specified period; and
- the controls operated effectively to provide reasonable assurance that the control objectives stated in the Buyer's description of the system were achieved throughout the specified period.

15.3 The control objectives will be specified by the Buyer.

15.4 The Supplier's examination will involve/include the following:

- 15.4.1 performing procedures to obtain evidence about the fairness of the presentation of the description of the system and the suitability of the design and implementation and operating effectiveness of the controls to achieve the related control objectives.
- 15.4.2 assessing the risks that the description is not fairly presented and that those controls were not suitably designed or implemented or operating effectively to achieve the related control objectives.
- 15.4.3 testing the operating effectiveness of those controls that the Supplier considers necessary to provide reasonable assurance that the related control objectives were achieved.
- 15.4.4 evaluating the overall presentation of the description of the system, the suitability of the control objectives, and the suitability and availability of the criteria.

15.5 The Supplier will not perform procedures to evaluate the effectiveness of controls at individual user entities, and accordingly the report will not express an opinion on the operating effectiveness of such controls.

15.6 Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control an unavoidable risk exists that some material misstatements or control deficiencies may not be detected, even though the examination is properly planned and performed in accordance with the ISAE 3402. Notwithstanding the foregoing, the Supplier will use commercially reasonable efforts to mitigate such risks and will the Supplier's duties with respect to the Buyer as set forth herein and in accordance with applicable law.

15.7 The Supplier's overall objective will be the completion of the examination and, upon its completion and subject to its findings, the rendering of the report. The report will express the following:

- 15.7.1 Supplier opinion on whether the Buyer's description of controls that had been placed in operation throughout the specified period are presented fairly, ,
- 15.7.2 Supplier opinion as to whether the controls are suitably designed to achieve the specified control objectives.
- 15.7.3 Supplier opinion on whether the controls that were tested were operating with sufficient effectiveness to provide reasonable, but not absolute, assurance that the related control objectives were achieved throughout the specified period.

- 15.8 If the Supplier's work discloses control deficiencies that, in the Supplier's judgment, represent significant deficiencies in the design or operation of the controls, the report will be modified accordingly.
- 15.9 The Supplier will discuss such deficiencies with the Buyer prior to issuing the report.

16 Use and distribution of the Supplier's ISAE 3402 and ISAE 3000 report (the Report)

- 16.1 The Report is intended solely for the information and use of the following:
 - 16.1.1 The Buyer
 - 16.1.2 user entities (customers) of the Buyer's system during some or all of the specified period,
 - 16.1.3 the independent auditors of such user entities who have a sufficient understanding to consider the report, along with other information including information about controls operated by the Buyer, when assessing the risks of material misstatements of user entities' financial statements.
- 16.2 Accordingly, the use of the Report will be restricted to such specified parties. The Supplier permits the disclosure of the Report, in full only, by the directors of the Buyer, at their discretion to such specified parties.
- 16.3 The Report is not intended for a non-specified party's (parties other than those identified in the Report, including prospective customers) benefit, use, or reliance, and therefore, the Report is not intended for distribution to non-specified parties.
- 16.4 Non-specified parties will not be added as users of the Report and the Supplier disclaims any contractual or other responsibility or duty of care to non-specified parties.
- 16.5 If Report is required to be distributed to non-specified parties, the Buyer agrees to only distribute the Report in full in the PDF file format, incorporating the Supplier's access agreement, provided to the Buyer by the Supplier.
- 16.6 The Buyer is also responsible for informing such non-specified parties that the Supplier's Report is not intended for their benefit, use, or reliance and that the Supplier has not agreed to add them as users of the Report.
- 16.7 The Buyer may indicate that it has a service organisation auditor's report available for its customers or prospective customers. The Buyer may distribute the Report to non-specified parties for informational purposes only in accordance with the distribution requirements set out in paragraph 16.5 and 16.6 above.
- 16.8 Unless required by law or regulation, the Supplier's name and the Report (in full or part) shall not be publicised or referred to in any document, electronic site, or other forum.

17 REPORTING

- 17.1 Reporting should be in the delivered securely and electronically by e-mail to the Buyer.

18 DEFINITIONS AND ACRONYMS

- 18.1 'The Buyer' – References to the Buyer relate to references to the NHS Business Authority
- 18.2 ESR – Electronic Staff Record

Appendix 1

Buyer Policies

[Travel Subsistence and Expenses Guidance - Dec-22 v2.docx \(sharepoint.com\)](#)

[SHEPOL 001 Environmental Policy.docx \(sharepoint.com\)](#)

[SHEPOL 003 Health and Safety Policy.docx \(sharepoint.com\)](#)

Appendix 2: Framework Schedule 1 Framework Specification

RM6188

AUDIT & ASSURANCE SERVICES (A&AS)

FRAMEWORK SCHEDULE 1 (SPECIFICATION)

CONTENTS

INTRODUCTION	3
THE LOTS	3
MANDATORY SERVICE REQUIREMENTS: ALL LOTS	3
LOT 1: INTERNAL AUDIT AND ASSURANCE	5
LOT 2: EXTERNAL AUDIT	6
LOT 3: COUNTER-FRAUD AND INVESTIGATION	7
LOT 4: OTHER INDEPENDENT ASSURANCE.....	8

AUDIT & ASSURANCE SERVICES FRAMEWORK SCHEDULE 1 (SPECIFICATION)

1. INTRODUCTION

- 1.1. The purpose of this document is to provide a description of the Services that the Supplier shall be required to deliver to the Buyer under the Call-Off Contract.

2. THE LOTS

- 2.1. The Services are divided into four Lots:
 - 2.1.1. Internal Audit and Assurance
 - 2.1.2. External Audit
 - 2.1.3. Counter-Fraud and Investigation
 - 2.1.4. Other Independent Assurance
- 2.2. The Services within each Lot are contained in paragraphs 4 to 7 of this Specification and are not an exhaustive list. Buyers may require other similar Services, which will be detailed in the Call-Off Procedure.
- 2.3. Any Service standards and Key Performance Indicators (KPIs) that apply to the Services for each Lot are not set out in this Specification as it is the Buyer's responsibility to set these as appropriate in the Call-Off Procedure.

3. MANDATORY SERVICE REQUIREMENTS: ALL LOTS

- 3.1. The Supplier shall meet the mandatory requirements listed below in paragraphs 3.2 to 3.26, under this Framework Schedule 1 (Specification).
- 3.2. The Buyer will confirm their required Services during the Call-Off Procedure.
- 3.3. The Supplier shall create a relevant generic email address which shall be used for all Buyers' queries.
- 3.4. For each Call-Off Contract, the Supplier shall be expected to provide advice and assurance on different delivery options, if applicable, to the Buyer with a clear assessment of each option including, but not limited to, the practicality, timescales, cost, comparative value for money and risk. This advice and assurance may involve producing reports, outlining strategies, identifying programs of work and associated project plans.
- 3.5. The Supplier shall ensure that knowledge acquired during the Call-Off Contract Period is transferred to the Buyer, which allows for the Buyer to improve awareness of strategic approaches and market intelligence and to share the learnings to internal and external stakeholders in the future.
- 3.6. The Supplier shall provide to the Buyer a full project plan which includes outputs and milestones. The Supplier shall agree with the Buyer the frequency of updates on milestone delivery, risks, issues and any other metrics required.
- 3.7. The Supplier shall have processes and systems in place for ensuring costs and pricing are managed appropriately. This shall include ensuring the grade mix of the team assigned will be adapted to provide the right balance in terms of quality and cost effectiveness.
- 3.8. The Supplier shall adopt a policy of continuous improvement in relation to the Services.

- 3.9. The Supplier shall consult the Buyer as to how they will manage and communicate with stakeholders.
- 3.10. If applicable the Supplier will identify and map the stakeholders relevant to the Call-Off Contract, including their interest and level of impact.
- 3.11. The Supplier shall ensure that all Services meet all of the policies and procedures detailed by the Buyer.
- 3.12. The Buyer may require Supplier Staff to have Baseline Personnel Security Standard (BPSS), Security Clearance (SC) and/or Developed Vetting (DV) for some Call-Off Contracts. If this is required the Buyer will detail their requirements in the Call-Off Procedure.
- 3.13. All Suppliers will need to have Cyber Essentials. If a Buyer requires Cyber Essentials Plus this will be confirmed by the Buyer in the Call-Off Procedure.
- 3.14. The Supplier shall work with Buyers and their stakeholders (if applicable) to identify and rank the risks identified and agree a risk management strategy. The Supplier shall proactively manage project risks and value management, to deliver mutual benefits and the most successful outcome for the Buyer.
- 3.15. The Supplier shall cooperate with all appropriate parties at all times in accordance with the spirit and terms of the Framework Contract and Call-Off Contract.
- 3.16. The Supplier may wish to consider the use of robotic process automation or artificial intelligence for elements of the delivery of Services on a case by case basis to the Buyer, where it is proven to bring additional benefits including but not limited to efficiencies.
- 3.17. The Supplier shall deliver the Services in accordance with Good Industry Practice and where applicable Supplier Staff shall have professional qualifications with a member body of the Consultative Committee of Accountancy Bodies or equivalent. The obligations set out in this Specification are in addition, and without prejudice, to what is set out in the Call-Off Contract.

Complaints procedure

- 3.18. The Supplier shall have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints initiated by the Buyer.
- 3.19. The complaints procedure shall comply with the following:
- 3.20. All complaints shall be logged and acknowledged within twenty-four (24) hours of receipt by the Supplier;
- 3.21. All complaints shall be resolved within ten (10) Working Days of the original complaint being made, unless otherwise agreed with the Buyer; and
- 3.22. All complaints shall be recorded including; the date the complaint was received, complainant contact details, nature of the complaint and the actions and timescales taken to resolve the complaint.
- 3.23. The Buyer may request a consolidated complaints report as and when from the Supplier relating to all Buyer complaints. The report shall be provided to the Buyer by the Supplier within ten (10) Working Days from the request.

Social Value

- 3.24. This Framework Contract provides Buyers a means to embed the Social Value Act 2012 which must be considered in all Call-Off Contracts through reviewing policy themes such as:
- 3.24.1. COVID-19 recovery;
 - 3.24.2. Tackling economic inequality;
 - 3.24.3. Fighting climate change;
 - 3.24.4. Equal opportunity; and
 - 3.24.5. Wellbeing.
- 3.25. Suppliers are expected to act with these priorities in mind, and the Buyer may discuss these priorities as part of framework management meetings.
- 3.26. The Buyer's requirements will be set out in the Call-Off Procedure. The Supplier shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Call-Off Contract.
- 3.27. The Supplier shall deliver measurable benefits and impacts in respect of the social value priorities when identified in the Call-Off Contract.
- 3.28. The Supplier shall record and report performance against the social value requirements when detailed in the Call-Off Contract.
- 3.29. The Supplier shall report on social value issues to the Buyer and/or CCS as agreed.

4. LOT 1: NOT USED

- 4.1. Not Used.

Core internal audit services

- 4.2. Not used.
- 4.2.1. Not used
 - 4.2.2. Not used
 - 4.2.3. Not used
 - 4.2.4. Not used
 - 4.2.5. Not used
- 4.3. Not used

Specialist internal audit services

- 4.4. Not used
- 4.4.1. Not used
 - 4.4.2. Not used
 - 4.4.3. Not used
 - 4.4.4. Not used
 - 4.4.5. Not used

- 4.4.6. Not used
- 4.4.7. Not used
- 4.5. Not used

5. LOT 2: NOT USED

- 5.1. Not used
- 5.2. Not used
 - 5.2.1. Not used
 - 5.2.2. Not used
 - 5.2.3. Not used
 - 5.2.4. Not used

6. LOT 3: NOT USED

- 6.1. Not used
- 6.2. Not used

Proactive counter-fraud services

- 6.2.1. Not used
- 6.2.2. Not used
- 6.2.3. Not used
- 6.2.4. Not used
- 6.2.5. Not used
- 6.2.6. Not used
- 6.2.7. Not used
- 6.3. Not used

Reactive investigation services

- 6.4. Not used
 - 6.4.1. Not used
 - 6.4.2. Not used
 - 6.4.3. Not used
 - 6.4.4. Not used
 - 6.4.5. Not used
 - 6.4.6. Not used
 - 6.4.7. Not used
 - 6.4.8. Not used
 - 6.4.9. Not used
 - 6.4.10. Not used

6.5. Not used

7. LOT 4: OTHER INDEPENDENT ASSURANCE

- 7.1. Provision of services relating to assurance over aspects of organisational, operational and programme performance, benefitting from objective examination and assessment.
- 7.2. The Supplier shall offer a **minimum of three** service lines in paragraphs 7.2.1 - 7.2.11 to the required Standards:
 - 7.2.1. Advice on and assurance over non-financial information including but not limited to strategy, risk and corporate governance
 - 7.2.2. Advice on and assurance over KPIs including but not limited to environmental, sustainability and workforce reporting
 - 7.2.3. Compliance monitoring and risk management
 - 7.2.4. Grant funding assurance including but not limited to programme reviews and impact assessments
 - 7.2.5. Independent assurance reviews including special purpose reviews and investigations
 - 7.2.6. Regulatory reporting
 - 7.2.7. Service auditor reports including but not limited to international standard on assurance engagements (ISAE) 3402 standards
 - 7.2.8. Social responsibility including but not limited to modern slavery
 - 7.2.9. Third party risk management including but not limited to supply chain and contract assurance
 - 7.2.10. Well led governance reviews
 - 7.2.11. Workforce audit services including but not limited to temporary, fixed term or permanent staffing (clinical and non-clinical)

Appendix 3 – Controls Matrix

Prescription Payments Process Controls Matrix

Activity No.	Control
1	<p><u>Payments are made to valid contractors</u></p> <p>Requests to set up new contractor details (main code) in MDR(Org) must be authorised by notification from PCSE. Requests to set up private contractor details or changes to contractor details (main or private) must be authorised by notification from a PCSE individual or an approved person from the Authorised Signatory listing. Closing a contractor must be authorised by an approved person from the Authorised Signatory listing before these can be actioned. Requests for changes can also be authorised by appropriate colleagues at NHSE, via email.</p>
2	<p><u>Payments are made to valid contractors</u></p> <p>On a daily basis, a sample of changes to contractor details are quality reviewed by a separate member of the Organisational Data Team with a feedback loop for corrective action. The amount of changes reviewed is dependent on training stage of the team member completing the changes; beginning at 100% and gradually reducing to 5% as training is completed. The system audit report will be signed and dated or the booking in spreadsheet will be initialled and dated by the reviewer.</p>
3	<p><u>Payments are made to valid contractors</u></p> <p>1st April 2022 – 31st July 2022: Manual checks are performed on the validity of FP34C prior to being scanned to identify whether a barcode is present, the date on the form corresponds to the month requested.</p> <p>1st August 2022 – 31st March 2023: Manual checks are performed on the validity of Account Identifier Document prior to being scanned to identify whether a barcode is present, the date on the form corresponds to the month requested</p>
4	<p><u>Payments are made to valid contractors</u></p> <p>Changes to financially significant contractor information must be received from the ICB in writing and signed by an authorised signatory; a bank details mandate form must be received from PCSE concerning new contracts or from the contractor on a pharmacy stamped BSA304 form signed by a Director, or with signed letter from a Director on company letter-headed paper, except for where the change is a result of the ceasing of an assignment relationship, the notification comes from the assignment organisation.</p>
5	<p><u>Payments are made to valid contractors</u></p> <p>All additions and changes to contractor data held within Customer Payments System require second operator review recorded on the CPS verification log.</p>

6	<p><u>All forms are processed and paid only once</u></p> <p>Invalid contractors and duplicate submission document images are rejected by the scanner</p>
7	<p><u>All forms are processed and paid only once</u></p> <p>Monthly reconciliations between the number of forms scanned, read and prepared for payment for each contractor are undertaken. Any discrepancies identified from the reconciliation are investigated within Technology and rectified, and reported to the scanning Manager.</p>
8	<p><u>Payments are accurately calculated</u></p> <p>Quality checks are performed on a sample of batches and forms processed by each operator per month to ensure these have been correctly scanned for processing and meeting minimum accuracy targets of 99.25%. These checks identify errors which impact on accuracy of payments, in particular:</p> <ul style="list-style-type: none"> ○ Unprocessed prescriptions; ○ Wrong groupings; ○ Wrong orientation; ○ Scanned ETP submissions; ○ Invalid forms; and ○ Duplicates processed. <p>Where target accuracy is not met for two consecutive months, or three months out of six, the operator will be required to follow an action plan for improvement</p>
9	<p><u>Payments are accurately calculated</u></p> <p>Accurate reimbursement values are assigned to all items scanned by prices for dispensed items being automatically calculated by CIP system based on: name; strength; quantity; and method of distribution. This information is extracted from the prescription by ICR or an operator. If there is insufficient information to assign a price, the prescription is referred back to the contractor.</p>
10	<p><u>Payments are accurately calculated</u></p> <p>Changes to drug data, including pack and price details, are subject to quality checks on a daily basis. Changes to appliance data, including pack and price details, are subject to quality checks prior to going live in the relevant month's published Drug Tariff. Any issues identified are logged, investigated and feedback given to the employee who processed the data change.</p>
11	<p><u>Payments are accurately calculated</u></p> <p>A monthly reconciliation takes place between the total value of payments within the CIP system and the total value of payment in Customer Payments System prior to payment being issued. Any anomalies identified are investigated.</p>
12	<p><u>Payments are accurately calculated</u></p> <p>Payment schedule information is created and distributed to all active dispensing contractors. Any contractor queries on payments raised through the contact centre are referred where required to the Contractor Payments Team for investigation and resolution. For queries received by the Customer Payments Team:</p> <ul style="list-style-type: none"> • A record of the query is input on the CIP enquiries tracker spreadsheet;

	<ul style="list-style-type: none"> • Adjustment spreadsheet is completed including the results of the batch rescan, and outlines the adjustment required for fees, drugs and/or appliances; • A letter is issued to the contractor detailing the results of the investigation and any adjustment required.
13	<p><u>Payments are accurately calculated</u></p> <p>A monthly reconciliation takes place between the total value of payments within the Customer Payments System and the total value of payments in Integra (the NHSBSA's central finance system) prior to payment being issued – anomalies identified are investigated.</p>
14	<p><u>Payments are accurately calculated</u></p> <p>On a monthly basis, a reconciliation between the BACS file and the Contractor Payments Schedule Control Sheet is carried out and electronically authorised prior to submission. If an exception is found, an investigation to find the root cause would be conducted.</p>
15	<p><u>Payments are accurately calculated</u></p> <p>On a monthly basis, the payment file for early payments is automatically calculated by CIP Support and then the file is sent to Finance to BACS by the Customer Payments Team.</p>
16	<p><u>Payments are accurately calculated</u></p> <p>On a monthly basis, payment files for early payments are reconciled to Integra to the file being processed. Any differences are investigated.</p>
17	<p><u>Logical access controls are in place</u></p> <p>Logical access to the system is restricted by username and password.</p>
18	<p><u>Logical access controls are in place</u></p> <p>Approval is required to set up new users on the system. Requests to set up new users on key systems require approval from an appropriate individual within the NHSBSA.</p>

19	<p><u>Logical access controls are in place</u></p> <p>The logical access of leavers employees is revoked from IT systems within a timely manner following receipt of a leaver notification.</p>
20	<p><u>Logical access controls are in place</u></p> <p>Periodic reviews of users with access to the system are conducted:</p> <ul style="list-style-type: none"> • Bi-annually: CIP /Customer Payments System • Quarterly: SofTrac • At least Bi-annually: CDR/MDR ORG/BACS/Access Pay • Monthly: Integra
21	<p><u>Data transfers between systems are accurate and complete.</u></p> <p>Failed data transfers are flagged and investigated on a timely basis.</p>
22	<p>System development and change cannot be undertaken unless valid, authorised and appropriate testing has been completed before the change is implemented in the live system.</p> <p>System change projects align to the project checkpoint process and either a Waterfall or Agile project delivery methodology. Quality assurance and checkpoint approval is required at each stage in order to progress the project and is documented within the Checkpoint Report. The project checkpoint process includes relevant testing and evaluation of test exercise results within the 'Beta' stage, before a major system change is fully implemented. Note - A "major system change" is one that takes place outside of an existing support and maintenance contracts.</p>

Dental Payments Process Controls Matrix

Activity No.	Control
1	<p><u>Payments are complete and accurate.</u></p> <p>To process payments initially, a second operator validation is required on all changes to financially significant data within Compass. The Compass system automatically prevents a user authorising their own change through restricted access once the change has been made.</p>
2	<p><u>Payments are complete and accurate</u></p> <p>Compass automatically calculates the payment due to, or clawed back from, the contractor which is based on information entered by the commissioner, operational teams or the dental performers. Patient charges from FP17 information submitted by the dental performers are part of the calculation along with pension contributions.</p>
3	<p><u>Payments are complete and accurate</u></p> <p>Prepayment checks take place on a monthly basis, to determine whether scheduled payments are accurately reconciled to the Compass calculated payment; and to check that monthly payments in total are consistent with expectation. Any exceptions identified are amended and a new payment run scheduled.</p>
4	<p><u>Payments are complete and accurate</u></p> <p>The final Compass / Integra payment amounts (net of any withholdings, as notified by e-mail from the Commissioner, or contracts with no bank details identified from the Compass report "List of Actual Payments for a Pay Period") are reconciled to the BACS report to determine whether accurate payments are made to contractors.</p>
5	<p><u>Payments are complete and accurate</u></p> <p>BACS Payments require authorisation from two signatories prior to payment on Access Pay BACs.</p>
6	<p><u>Payments are complete and accurate</u></p> <p>BACS file processing requires two users on Access Pay BACs, the first to load and sign the file and the second to submit the file.</p>
7	<p><u>Payments are complete and accurate</u></p> <p>Contractor debts are automatically calculated by the Compass system. The auto recoveries summary report identifies all accounts attributable to the Contractor within the same country and where debt has been netted against.</p>

8	<p><u>Payments are accurately Calculated</u></p> <p>Patient refund applications received are checked to determine whether there is a matching FP17 held in compass and are valid in accordance with DWP records. If there is any discrepancy, including no FP17 being present, further checks may be carried out with the dental practice or patient. Only when these checks are complete or in the case of no FP17, confirmation from the practice that the patient did pay for treatment is the claim processed for payment.</p>
9	<p><u>Access to systems is appropriately restricted.</u></p> <p>Approval is needed to set up new users and amend access rights from Compass, Access Pay BACs, Integra and WebEDI configuration changes. Requests to set up new users or change access rights existing users from these systems require approval from an appropriate Manager within NHSBSA.</p>
10	<p><u>Access to systems is appropriately restricted.</u></p> <p>Approval is needed to remove existing users from Compass, Access Pay BACs, Integra and configuration changes. Requests from these systems require approval from an appropriate Manager within NHSBSA. The logical access of leavers employees is revoked within a timely manner following receipt of a leaver notification.</p>
11	<p><u>Access to systems is appropriately restricted</u></p> <p>Logical access to systems is restricted by username and password. Access to systems will be automatically rejected where incorrect username or password is entered.</p>
12	<p><u>Access to systems is appropriately restricted</u></p> <p>Bi-Annual reviews of users with access to the system are conducted. The access rights of users are updated based on their role and responsibilities in consultation with their line managers.</p>
13	<p><u>Data transferred between systems is accurate and complete</u></p> <p>Failed data transfers in interfaces between key systems are flagged via automated email notification and investigated by the appropriate NHSBSA colleague. When errors have been resolved, failed data will be transferred between the systems.</p>
14	<p>System development and change cannot be undertaken unless valid, authorised and appropriate testing has been completed before the change is implemented in the live system</p> <p>System change projects align to the project checkpoint process and follow either a Waterfall or Agile project delivery methodology. Quality assurance and checkpoint approval is required at each stage in order to progress the project and is documented within the Checkpoint Report. The project checkpoint process includes relevant testing and evaluation of test exercise results within the 'Beta' stage, before a major system change is fully implemented. Note - A "major system change" is one that takes place outside of an existing support and maintenance contracts.</p>

Student Bursaries Payments Process Control Matrix

Activity No.	Control
1	<p><u>Payments are made to correct and valid students</u></p> <p>The eligibility of the student's entitlement to bursary is validated prior to their application being processed. Assessors must determine whether a student is eligible to receive a student bursary, but in particular must ensure that each student has provided sufficient forms of identification per the NHS Bursary Scheme rules and that each student has signed a declaration of their eligibility before a bursary application can be approved.</p>
2	<p><u>Payments are made to correct and valid students</u></p> <p>Records of training provided to staff are maintained. New staff are subject to an increased sample checking procedure following their initial training and must satisfy the quality review performance criteria before they can progress to being a fully operational assessor under normal sample checking procedures. Approval from the Quality Manager is given allowing new staff to move to a reduced amount of sample checking, once they have satisfied the performance criteria</p>
3	<p><u>Payments are made to correct and valid students</u></p> <p>On a monthly basis a representative sample of application assessments are checked for quality including correct system processing and bursary calculation. Application assessments are sampled for quality review to gain internal assurance that assessments are being approved in line with NHS Bursary Scheme Rules. If an assessment fails a quality review, the reviewing member of the Quality Assurance team must notify the member of staff that completed the assessment and in turn the assessor is required to respond to confirm that all necessary changes have been actioned.</p>
4	<p><u>Payments are made to correct and valid students</u></p> <p>On receipt of a notification from a Higher Education Institution (HEIs) of a student withdrawing from a course via a BUR101W form, they are marked as withdrawn on the NHS Bursary Application System system, which removes them from future payruns for bursary payments.</p>
5	<p><u>Payments are complete and accurate</u></p> <ul style="list-style-type: none"> • Student fee invoices are submitted to NHSBSA by Higher Education Institutes (HEIs). Each invoice received is then reconciled against the respective student details held on NHS Bursary Application System and authorised by a Bursary Officer via Integra prior to payment being made. The following information is reconciled between NHS Bursary Application System and the invoice: - Student's name; - Session (academic year); - College/University; - Course; - Fee amount; and

	- Acceptance for bursary award. If any exceptions are noted, they are investigated, followed up and reported.
6	<p><u>Payments are complete and accurate</u></p> <p>The Newcastle Finance team provide Student Bursaries (Fleetwood) with weekly multiple payment reports. A report is produced for each payment run containing multiple payments to individual students, to allow review and investigation to be carried out. A confirmation email is sent to the Newcastle Finance team from Student Bursaries confirming that either the payments are correct or that payments to a particular student should be held; and any anomalies identified are investigated and appropriate corrective/preventative action initiated</p>
7	<p><u>Payments are complete and accurate</u></p> <p>Weekly reconciliations between NHS Bursary Application System, Integra and BACS payment run are performed by the Finance Department in Newcastle. Discrepancies between amounts showing as payable through Integra and amounts to be paid through the NHS Bursary Application System system are investigated prior to the payment run being authorized.</p>
8	<p><u>Payments are complete and accurate</u></p> <p>On a monthly basis, any new HEI or DSA accounts created, or changes to standing data are reviewed. Any unusual items are investigated where required.</p>
9	<p><u>Access to systems is appropriately restricted</u></p> <p>Approval is needed to set up new users on the system. Requests to set up new users on key systems require approval from an appropriate individual within NHSBSA</p>
10	<p><u>Access to systems is appropriately restricted</u></p> <p>The logical access of leaver employees is revoked from IT systems within a timely manner following a receipt of a leaver notification</p>
11	<p><u>Access to systems is appropriately restricted</u></p> <p>Logical access to the system is restricted by username and password</p>
12	<p><u>Access to systems is appropriately restricted</u></p> <p>Periodic reviews of users with access to the key systems are conducted. Full user listings are periodically run from the systems and shared with appropriate line managers to review and identify required changes</p>
13	<p><u>Data transferred between systems is accurate and complete</u></p> <p>Failed data transfers in interfaces between key systems are flagged and investigated on a timely basis. Where errors have been resolved, failed data will be transferred between the systems.</p>

14	<p>System development and change cannot be undertaken unless valid, authorised and appropriate testing has been completed before the change is implemented in the live system.</p> <p>System change projects align to the project checkpoint process and follow either a Waterfall or Agile project delivery methodology. Quality assurance and checkpoint approval is required at each stage in order to progress the project and is documented within the Checkpoint Report. The project checkpoint process includes relevant testing and evaluation of test exercise results within the 'Beta' stage, before a major system change is fully implemented. Note - A "major system change" is one that takes place outside of an existing support and maintenance contracts.</p>
----	---

Covid-19 Vaccine Administration Payments Process Controls Matrix

Activity No.	Control
1	<p><u>Payments are made to correct, valid contractors</u></p> <p>Requests to set up new contractor details (main code) in MDR(Org) must be authorised by notification from PCSE. Requests to set up private contractor details or changes to contractor details (main or private) must be authorised by notification from a PSCE individual or an approved person from the Authorised Signatory listing. Closing a contractor must be authorised by an approved person from the Authorised Signatory listing or come from an individual from PSCE before these can be actioned. Requests for changes can also be authorised by appropriate colleagues at NHSE, via email.</p>
2	<p><u>Payments are made to correct, valid contractors</u></p> <p>On a daily basis, a sample of changes to contractor details are quality reviewed by a separate member of the Organisational Data Team with a feedback loop for corrective action. The amount of changes reviewed is dependent on training stage of the Team Member completing the changes; beginning at 100%, and gradually reducing to 5% as training is completed. The system audit report will be signed and dated or the booking in</p>
3	<p><u>Payments are made to correct, valid contractors</u></p> <p>Changes to financially significant contractor information must be received from the ICB in writing and signed by an authorised signatory; a bank details mandate form must be received from PCSE concerning new contracts or from the contractor on a pharmacy stamped BSA304 form signed by a Director, or with signed letter from a Director on company letter-headed paper, except for where the change is a result of the ceasing of an assignment relationship, the notification comes from the assignment organisation.</p>
4	<p><u>Payments are made to correct, valid contractors</u></p> <p>All additions and changes to contractor data held within Customer Payments System require second operator review recorded on the CPS verification log.</p>
5	<p><u>Payments are made to correct, valid contractors</u></p>

	Upon notification from NHSE of the contractors who are providing the Covid Vaccine Service, NHSBSA grant access to relevant MYS claim tab in order for the contractors to claim payment.
6	<p><u>Payments are made to correct, valid contractors</u></p> <p>All payment records are matched to an ODS code within MYS. Records can only be paid where an ODS code has been matched to an MYS submission record for the month in question</p>
7	<p><u>Payments are made to correct, valid contractors</u></p> <p>Upon instruction from NHSE to remove a contractor's access to the MYS Covid tab, NHSBSA will remove this access in a timely manner.</p>
8	<p><u>Payments are not duplicated</u></p> <p>MYS system requires unique API client reference code for each claim message received.</p>
9	<p><u>Payments are not duplicated</u></p> <p>Validation is built in so that each claimable period is only displayed once and is removed once a claim is made or the agreed grace period is exceeded</p>
10	<p><u>Payments are not duplicated</u></p> <p>New claims for payment are checked against historical claims to look for potential duplicate entries. Where a potential duplicate payment claim is identified, this payment would be blocked. A duplicate record for a dose is identified using the MYS uniquely assigned "token_id". Payment would be blocked for a previously paid token_id.</p>
11	<p><u>Payments are not duplicated</u></p> <p>Post payment verification checks are performed on payments for the same patient and dose sequence. NHSBSA will highlight these possible duplicates to contractors. Where supporting evidence cannot be provided by the contractors, NHSBSA will apply business rules agreed with NHS England to facilitate recovery of identified overpayments.</p>
12	<p><u>Payments are accurate and complete</u></p> <p>A list of agreed vaccines is stored in MYS. The SNOMED codes of the vaccines is checked against those sent in by the Point of Care system supplier and any which contain a SNOMED code that is not within the list in MYS are rejected.</p>
13	<p><u>Payments are accurate and complete</u></p> <p>On a quarterly basis, a check of all Covid vaccine SNOMED codes within MYS are checked for validity</p>
14	<p><u>Payments are accurate and complete</u></p>

	<p>Payment schedule information is created and distributed to all active dispensing contractors. Any contractor queries on payments raised through the contact centre are referred where required to the Provider Assurance Team for investigation and resolution. For queries received by the Provider Assurance Team:</p> <ul style="list-style-type: none"> • Are logged on a workflow tracker • An email is issued to the contractor detailing the results of the investigation and any adjustment required.
15	<p><u>Payments are accurate and complete</u></p> <p>A monthly reconciliation takes place between the total value of payments within the Customer Payments System and the total value of payments in Integra (the NHSBSA's central finance system) prior to payment being issued – anomalies identified are investigated.</p>
16	<p><u>Payments are accurate and complete</u></p> <p>Sanity check of payment files received from NHSBSA Provider Assurance to Contractors Payments Team are performed prior to upload to DPC.</p>
17	<p><u>Payments are accurate and complete</u></p> <p>On a monthly basis, a reconciliation between the BACS file and the Contractor Payments Schedule Control Sheet is carried out and electronically authorised prior to submission. If an exception is found, an investigation to find the root cause would be conducted.</p>
18	<p><u>Payments are accurate and complete</u></p> <p>On a monthly basis, manual data quality checks are performed on the vaccine payment run calculation output files prior to issuing files to the Contractor Payments Team. Check are signed off by another analyst who is satisfied that the checks have been performed adequately.</p>
19	<p><u>Payments are accurate and complete</u></p> <p>Payment files uploaded to DPC are validated to ensure the values included in the files match what has manually been keyed into the system. DPC will not upload a file until both values match.</p>
20	<p><u>Access to systems is appropriately restricted</u></p> <p>Logical access to systems is restricted by username and password.</p>
21	<p><u>Access to systems is appropriately restricted</u></p> <p>Approval is required to set up new users on the system. Requests to set up new users on key systems require approval from an appropriate individual within the NHSBSA.</p>
22	<p><u>Access to systems is appropriately restricted</u></p>

	The logical access of leavers employees is revoked from IT systems within a timely manner following receipt of a leaver notification.
23	<p><u>Access to systems is appropriately restricted</u></p> <p>Periodic reviews of users with access to the system are conducted: - Bi-Annually: Customer Payments System/MYS - Monthly: Integra - At least Bi-Annually: MDR/BACS/AccessPay If changes are required following the periodic review of user access, this is actioned.</p>
24	<p><u>Access to systems is appropriately restricted</u></p> <p>On a monthly basis - after all new data tables have been created - a report describing which users have access to which tables is generated by the analyst involved in the payment calculations. Each report is checked by another member of staff (who does not have table access) who confirms that only agreed users have access. The signoff is noted within each file, and saved by the person who verified the reports.</p>
25	<p><u>Data transferred between systems is accurate and complete</u></p> <p>Failed data transfers are flagged and investigated on a timely basis.</p>
26	<p><u>Data transferred between systems is accurate and complete</u></p> <p>Following the load of the snapshot of MYS data the analyst performed quality checks on the data before proceeding with the payment calculation run.</p>
27	<p><u>Data transferred between systems is accurate and complete</u></p> <p>Payment files containing adjustments to contractor payments following provider assurance investigation is peer checked by an analyst prior to being passed to the Customer Payments Team.</p>
28	<p><u>System development and change cannot be undertaken unless valid, authorised and appropriate testing has been completed before the change is implemented in the live system.</u></p> <p>System change projects align to the project checkpoint process and either a Waterfall or Agile project delivery methodology. Quality assurance and checkpoint approval is required at each stage in order to progress the project and is documented within the Checkpoint Report. The project checkpoint process includes relevant testing and evaluation of test exercise results within the 'Beta' stage, before a major system change is fully implemented. Note - A "major system change" is one that takes place outside of an existing support and maintenance contracts.</p>
29	<p><u>System development and change cannot be undertaken unless valid, authorised and appropriate testing has been completed before the change is implemented in the live system.</u></p>

	All code/Process changes to the payment calculation code will be quality reviewed within the team, written by one analyst and reviewed by another. Any code changes are made in advance of a set of payment calculations.
--	---

Employee Staff Record (ESR) Controls Matrix

Activity No.	Control	Location
1.1a	<p>Segregation of duties are in place all for application changes to the NHS General Ledger interface. Changes must be tested first by a developer and then approved by the change requestor or production controller, as appropriate, before going live.</p> <p>For a sample of application changes applied to the NHS General Ledger interface, inspected the corresponding Service Request and/or Amendment Request ticket to determine whether the changes were tested by a developer and then approved by either the change requestor or production controller before going live.</p>	Homebased
1.1b	<p>There is a monthly report of all application changes made to the NHS general ledger interface. The report reconciles all changes made in the NHS Hub production environment to the required forms and sign off at each stage the corresponding service amendment and handover requests. Unusual or unauthorised changes which may not be in line with standard process are flagged and a review of report is completed by the team manager with any issues investigated. The monthly report is signed off by NHS team Manager.</p> <p>For a sample of months, inspected the monthly change reconciliation report to determine whether any unusual or unauthorised changes had been flagged and a review had been undertaken and signed off by the NHS team Manager.</p>	Homebased
1.1c	<p>Change Management –</p> <p>NHS General Ledger Interface application change policies and procedures have been established and are reviewed and updated annually by the head of integration team. The following policies are in use and are reviewed and updated as appropriate on an on-going basis: ESR-NHS0018 – NHS Systems Integration Team Change Control Process.</p> <p>Inspected the 'ESR-NHS0018 – NHS Systems Integration Team Change Control Process' policy to determine whether it had been reviewed and approved within the year by the head of the integration team.</p>	Homebased

1.2 a	<p>Application changes to the ESR services are requested by raising a Service Request on the ICD helpdesk system. These are reviewed and approved by the ESR Service Change Advisory Board (CRCAB). Internal changes may be raised by IBM for tracking and technical purposes to support backoffice, development and testing. Emergency and Internal changes may be managed outside of CRCAB. Change development can be undertaken by the Development Team, Design Configuration Team or Database Administrator Team. Once cleared, content is tested by the Testing Team prior to live deployment. Once the change has been tested and is ready for release, it is approved by a Group Manager and Change Manager (or delegate) or by a Senior Manager (out of hours) for Release via RFC. These will be at aired at the ESR Change Advisory Board (CAB) where appropriate based on impact, priority and scheduling.</p> <p>For a sample of application changes to the ESR services, inspected:</p> <ul style="list-style-type: none"> • evidence that the change had been tested prior to deployment; • evidence of CRCAB approval (for externally raised non-emergency changes); and • the Request For Change ticket change to determine whether it had been reviewed and approved by a Group Manager, Change Manager (or delegate) or by a Senior Manager (out of hours) for release 	Warwick/Home-based
1.2 b	<p>ESR Change Process policy and Agile Change policy have been established and are maintained by the ESR Change Management Team. The ESR Change Process policy is reviewed on an annual basis by the Change Manager. The Agile Change policy is reviewed and updated as required by the Change Manager.</p> <p>"Inspected the 'EE-25017 - Change Management' to determine whether this had been reviewed by the Change Manager. Inspected the 'EE-25454 – ESR Agile Change Process' document to determine whether this was reviewed by the Change Manager. "</p>	Warwick/Home-based
1.3 a	<p>System changes to the ESR services are requested by raising a Request For Change (RFC) on Techne. Changes are developed and tested, where applicable, by the supporting teams. This is then reviewed and approved by the Group Manager and the ESR Change Advisory Board (CAB) or the Change Manger (for low impact changes) or by a Senior Manager (for out of office hours) prior to implementation.</p> <p>"For a sample of changes applied to the ESR services, inspected the completed Request for Change ticket on Techne to determine whether:</p> <ul style="list-style-type: none"> • if relevant, these had been tested by the ESR Support team prior to implementation; and • these have been approved by the Group Manager and the ESR Change Advisory Board (CAB) or the Change Manger (for low impact changes) or by a Senior Manager (for out of office hours) prior to implementation." 	Warwick / Homebased

1.3 b	<p>Techne is used to manage the authorisation of RFCs and restricts the ability to authorise changes to Senior members of the ESR Programme Team in line with their job responsibility. Segregation of duties are followed whereby no users are allowed to request and approve their own change request.</p> <p>For a sample of employees that have the ability to authorise and re-request changes on Techne, inspected their employee records to determine whether access was appropriate and in line with their job responsibilities.</p> <p>For a sample of change request raised on Techne, inspected the RFC ticket to determine whether:</p> <ul style="list-style-type: none"> • it was authorised by an appropriate Senior member of the ESR Programme Team; and • the RFC had been requested and approved by different individuals as appropriate. 	Warwick / Homebased
1.3 c	<p>Change Management –</p> <p>Emergency system changes to the ESR services are requested by raising a Request For Change (RFC) on Techne. Emergency Changes are developed and tested, where applicable, by the supporting teams prior to implementation. This will then be reviewed and approved by the Group Manager and the ESR Change Advisory Board (CAB) or by a Senior Manager (for out of office hours) prior to implementation.</p> <p>Where formal authorisation on Techne cannot be obtained prior to implementation, (e.g., when the system is unavailable and immediate action is required to restore availability of the ESR Service), approvals are granted retrospectively.</p> <p>For a sample of emergency changes applied to the ESR services, inspected the completed Request for Change ticket on Techne to determine whether:</p> <ul style="list-style-type: none"> • if relevant, these had been tested by the ESR Support team prior to implementation; • these have been approved by the Group Manager and the ESR Change Advisory Board (CAB) or the Change Manager (for low impact changes) or by a Senior Manager (for out of office hours) prior to implementation; and • where authorisation could not be obtained in time, approvals were sought and obtained following the change. 	Warwick / Homebased
1.3 d	<p>Change Management –</p> <p>All changes on the Pre-Approved List (PAL) are approved by the ESR Service Change Advisory Board (CAB). A PAL form is completed and signed off by the CAB as evidence of approval. All PAL changes are reviewed at least annually by the CAB.</p> <p>For a sample of change on the Pre-Approved List (PAL), inspected the PAL form to confirm that it had been completed and signed off by the CAB.</p>	Warwick / Homebased

	For a sample of existing changes on the Pre-Approved List (PAL), inspected the PAL form to confirm that it had been reviewed during the year by the CAB.	
1.4 a	<p>Change Management –</p> <p>Access to configure changes in the production environment is restricted to members of the ESR Application Support Team and ESR Production DBA Support Team. No developers have accessed to promote change to the production environment.</p> <p>Inspected the access configuration on the production environment (Kintana), and confirmed that three security groups have privileged access to release functional changes to the production environment. Obtained the listing of developers and confirmed that developers are not members of any of the three security groups with privileged access to release functional changes to the production environment. Observed that a developer does not have access to the functionality to promote changes to the production environment.</p>	Warwick / Homebased
2.1 a	<p>Logical Security –</p> <p>The ESR Security Management Plan defines both the security requirements for the ESR Service and the responsibility for security held by the ESR Programme Team and IBM. This document is reviewed on an annual basis by the NHSBSA Head of Security & Information Governance, Deputy SIRO and updated as required. A central repository of the ESR policies and procedures is maintained and made available to relevant members of the ESR Programme Team.</p> <p>Inspected the ESR Security Management Plan to determine whether:</p> <ul style="list-style-type: none"> • it contained the relevant security policies and procedures; and • it had been reviewed by the Information Security Manager during the year. <p>Inspected the central repository to determine whether it contained the reviewed ESR Security Management Plan and that relevant members of the ESR Programme Team have accessed to it.</p>	Warwick / Homebased
2.2 a	<p>Logical Security –</p> <p>New access to the network, active directory user group, production environment and firewall are approved by the line manager and if applicable by the Gatekeeper (the data owner) prior to access being granted.</p> <p>For a sample of new joiners with access to ESR during the period under review, inspected:</p> <ul style="list-style-type: none"> • the new starter form to determine whether access was approved by the line manager or delegated manager; and • the service request ticket raised to provision access to determine whether it was approved by the line manager or delegated manager and if applicable by the Gatekeeper (the data owner) prior to access being granted. 	Warwick / Homebased

2.2b	<p>The leavers' access to the network, active directory user group, production environment and firewall are revoked on their final day of employment.</p> <p>For a sample of leavers from the HR listing, inspected the service request ticket and the active directory account properties to determine whether access was revoked on their final day of employment.</p>	Warwick / Homebased
2.3 a	<p>Logical Security –</p> <p>The AIX privilege account passwords are stored and encrypted via the KeePass Safe in a secure network location. The AIX passwords within KeePass cannot be viewed by the user outside of the ESR Technical team.</p> <p>Inspected the KeePass safe to determine whether passwords to the AIX privilege accounts cannot be viewed by a user outside of the ESR Technical team.</p>	Warwick / Homebased
2.3 b	<p>Logical Security –</p> <p>The password to decrypt the KeePass safe is updated quarterly.</p> <p>For a sample of quarters, inspected the service request ticket completed to determine whether the password to access the KeePass network location has been updated</p>	Warwick / Homebased
2.3 c	<p>Logical Security –</p> <p>Operating system and network password controls are in place and define requirements around the minimum length, periodic expiry and history in line with AIX OS password policy.</p> <p>Inspected that AIX Operating system and network password configuration around the minimum length, periodic expiry and history to determine whether they are in line with IBM password policy</p>	Warwick / Homebased
2.4 a	<p>Logical Security –</p> <p>Database passwords (including SYS, SYSTEM and APPS passwords) for routine usage use are stored and encrypted via the KeePass Safe in a secure network location.</p> <p>Inspected the KeePass safe to determine whether passwords to the Database passwords (including SYS, SYSTEM and APPS passwords) cannot be viewed by the user.</p>	Warwick / Homebased
2.4 b	<p>Logical Security –</p> <p>The password to decrypt the KeePass safe is updated quarterly.</p> <p>For a sample of quarters, inspected the service request ticket completed to determine whether the password to access the KeePass network location has been updated</p>	Warwick / Homebased

2.4 c	<p>Logical Security –</p> <p>The ESR Production DBA Support Team track patches released quarterly by Oracle. This allows patches that have been applied to be assigned service and changes requests in order to gain assurance that the patch has been applied correctly in line with business processes.</p> <p>For sample of quarters, inspected the quarterly patches review log to determine whether the review performed by the ESR Production DBA support team had been performed and patches tracked.</p>	Warwick / Homebased
2.4 d	<p>Logical Security –</p> <p>Access to the secure network locations where KeePass safes are stored is reviewed on a quarterly basis to ensure all members are current employees. Any differences result in a Service Request for Internal Systems to remove access.</p> <p>For a sample of quarters, inspected:</p> <ul style="list-style-type: none"> the service request ticket for the quarterly review to confirm that review had taken place; and the service request ticket raised to revoke access based on the review to confirm that access had been revoked. 	Homebased
2.4e	<p>On an annual basis, penetration testing is performed to determine whether the firewall ruleset appropriately restricts access. Any issues from the annual penetration testing are recorded and tracked through to resolution. A monthly meeting is held with the Security Privacy and Review Board to discuss and monitor these issues.</p> <p>Inspected the penetration testing report to determine whether this had been performed during the year and had identified relating any issues related to the firewall configuration. For any issues found, inspected the Security Issues tracker to confirm that it had been logged, investigated and tracked to resolution.</p> <p>For a sample of months, inspected the Security Privacy and Review Board agenda and minutes to determine whether the findings and issues related to the Penetration testing results are discussed and monitored.</p>	Warwick / Homebased
2.6 a	<p>Logical Security –</p> <p>Ability to change network firewall rules is restricted to authorised users</p> <p>Access to update rule sets for firewalls in production is limited to appropriate members of the IBM Network Operations Team</p>	Warwick / Homebased
2.7a	<p>Logical Security –</p> <p>GL Interface security policies and procedures have been established and are reviewed and updated annually by the head of the integration team.</p>	Homebased

	<p>An NHS Systems Integration Team Support Processes and Security Policy is in existence and defines the security requirements and related procedures for the NHS General Ledger Interface Service. The Policy and associated procedures are reviewed and refreshed as appropriate.</p> <p>Inspected the following interface policies to determine whether these had been reviewed during the year and defines the security requirements and related procedures for the NHS General Ledger Interface Service:</p> <ul style="list-style-type: none"> • ESR-NHS0017 – NHS Systems Integration Team Support Processes and Security Policy. • ESR-NHS0024 – NHS Hub Security. <p>Inspected the central repository to determine whether it contained the reviewed policies and that relevant members of the NHS ESR Integration team have accessed to them.</p>	
2.7b	<p>Logical Security -</p> <p>If an NHS organisation requires a web service account, a request for user access will need to be raised on the ESR Service desk. All new user access requests to the web service must be validated by a member of the NHS Systems Integration Team.</p> <p>Management have confirmed there have been no instances of a new web service master account within the reporting period. We have inspected the listing of new accounts in the period and confirmed that there were no new web service master accounts in the period.</p>	Homebased
2.7c	<p>Logical Security –</p> <p>Access to the Production area is restricted to a single user account and password. The password is stored and encrypted via a KeePass Safe and cannot be viewed by the user.</p> <p>Inspected the KeePass safe to determine whether passwords to the Production area cannot be viewed by the user.</p> <p>Observed the input of an incorrect master password to the KeePass safe to confirm that access to the KeePass safe is restricted.</p>	Homebased
2.7d	<p>A report is run annually detailing the last active date of all accounts by the integration team. The report uses a traffic light system highlighting active accounts in green, inactive accounts which they are committed to keeping in orange and accounts that have been inactive with no new usage of the web account for 12 months and no new files run for 24 months in red. All red accounts are investigated by the integration team and any accounts that are no longer in use are removed.</p> <p>Inspected the annual accounts review report to determine whether all “red accounts” had been investigated during the year. For accounts that are no longer in use, inspected the service request ticket completed to remove these accounts to confirm that it was correctly actioned.</p>	Homebased
2.8 a	<p>Logical Security –</p>	Warwick/ Homebased

	<p>Anti-Virus software is installed on each part of the TRS infrastructure to protect from malicious software. Relevant Microsoft Security updates and patches are reviewed quarterly and applied to address any weaknesses in the operating system security.</p> <p>Inspected the TRS servers to determine whether anti-virus software was installed.</p> <p>Inspected the TRS servers to determine whether they were covered by Microsoft Windows Server Update Service. For a sample of quarters, inspected the Change Request ticket to determine whether the IBM technical team had tracked and applied patches to operating system security.</p>	
2.9 a	<p>Logical Security –</p> <p>New access to the network, active directory user group and the NHS System Integration team network drive are approved by the line manager prior to access being granted. (NHS System Integration team).</p> <p>For a sample of new users in the NHS System Integration Team created in the period under review, inspected the service request ticket raised to provision access to determine whether it was approved by HR (Business Office) prior to access being granted.</p>	Homebased
2.9b	<p>Logical Security –</p> <p>Leavers' access to the network, active directory user group and the NHS System Integration team network drive are revoked on their final day of employment. (NHS System Integration team).</p> <p>For a sample of leavers from the HR listing, inspected the service request ticket to determine whether access was revoked on their final day of employment</p>	Homebased
3.1 a	<p>Problem Management & Performance & Capacity Planning –</p> <p>Service Level Agreement (SLA) for performance and availability of the ESR Service and network are monitored as part of the monthly SLA meetings held by the NHS Central team to discuss ESR performance against SLA obligations. This review is supported by a Monthly Performance Report prepared by the ESR SLA Manager which is then reviewed and discussed by the NHS Central team during the monthly SLA meeting.</p> <p>For a sample of months, inspected:</p> <ul style="list-style-type: none"> the monthly Performance Monitoring Report to determine whether it provided details of ESR service and network performance against SLA obligations; and the Operations and Performance Board meeting minutes to confirm that the Performance Monitoring Report was reviewed and discussed by the NHS central team during the meeting. . 	Warwick / Homebased

3.1 b	<p>Problem Management & Performance & Capacity Planning –</p> <p>System capacity and performance is monitored (ESR Service). Thresholds for system capacity and performance are in operation and automated alerts are produced where performance below these thresholds is identified. The alert will also trigger within Netcool and a Service Request (SR) will be raised if appropriate for resolution.</p> <p>Observed for one instance related to system capacity that an automated alert is produced on Netcool if performance fell below a threshold.</p> <p>For a sample of Netcool alert that required raising a Service Request, inspected the completed service request ticket to determine whether it was investigated and resolved.</p>	Warwick / Homebased
3.2 a	<p>Problem Management & Performance & Capacity Planning –</p> <p>Network capacity and performance is monitored (ESR Service). Thresholds for system and network capacity and performance are in operation and automated alerts are produced where performance below those thresholds is identified. The alert will also trigger within Netcool and a Service Request (SR) or a Request For Change (RFC) will be raised if appropriate for resolution.</p> <p>Management have confirmed there have been no instances of system and/or network performance and/or capacity threshold breaches that required a Service Request (SR) to be raised for investigation and resolution within the reporting period.</p>	Warwick / Homebased
3.3 a	<p>Incidents are prioritised, investigated and tracked to completion in the ESR Service Desk system (ICD).</p> <p>Observed that the ICD system was used to log all incidents and problems, including those raised internally and externally and that each was assigned a unique Service Request.</p> <p>For a sample of incidents raised on ICD, inspected the incident ticket to confirm that it had been reviewed and resolved in a timely manner.</p>	Warwick / Homebased
3.3 b	<p>Problem tracking and resolution are monitored as part of the monthly SLA meetings held by the NHS Central team to discuss ESR performance against SLA obligations. This review is supported by a Monthly Performance Report prepared by the ESR SLA Manager which is then reviewed and discussed by the NHS Central team during the monthly SLA meeting.</p> <p>For a sample of months, inspected:</p> <ul style="list-style-type: none"> the monthly Performance Monitoring Report to confirm that it provided details of ESR performance against SLA obligations; and the Operations and Performance Board meeting minutes to confirm that Problem tracking is monitored and that the Performance Monitoring Report was reviewed and discussed by the NHS central team during the meeting. 	Warwick / Homebased

3.4a	<p>Problem Management & Performance & Capacity Planning –</p> <p>The availability of the NHS Hub is monitored by the Integration Team, through the use of live admin dashboard during working hours. Issues that cannot be resolved immediately are tracked and resolved via the ESR Service Desk application.</p> <p>Observed the operation of the NHS GL Hub dashboard to determine whether it monitors progress of files being processed within the Hub, and whether issues identified from dashboard monitoring are assigned to be investigated.</p>	Homebased
4.1 a	<p>Physical Security and Environment Controls –</p> <p>Applicable for the period 1 April 2022 - 7 September 2022 for Newcastle and 1 April 2022 - 31 March 2023 for Warwick Access to the Data Centres can only be gained by passing through a series of access controlled doors which require the use of an electronic access card.</p> <p>For the Warwick data centre, observed that:</p> <ul style="list-style-type: none"> • an access card system was in place which was configured so only appropriate staff can access the Data Centre. • access to the Data Centre could only be obtained using an access card. 	Warwick/Newcastle
4.1 b	<p>Physical Security and Environment Controls –</p> <p>Applicable for the period 1 April 2022 - 7 September 2022 for Newcastle and 1 April 2022 - 31 March 2023 for Warwick New access to the data centres is required to be approved by the data centre door owner or deputy prior to the access being granted. Applicable for the period 1 August 2022 - 31 March 2023 for Corsham & Farnborough New access to the data centres is required to be approved by a member of the IBMDCT Person Group before being passed to the ACTPMO for ACT approval and configuration within the ARK Portal.</p> <p>For the Warwick data centre: For a sample of new users requiring access to the data centre, inspected the service request ticket raised to determine whether it had been approved by the data centre door owner or deputy prior to the access being granted. For the Newcastle data centre: Management have confirmed there have been no instances of new access requests to the Newcastle data centre within the reporting period. For the Corsham and Farnborough data centres: For a sample of new users requiring access to the data centres, inspected evidence of approval by IBMDCT and ACT to determine whether access had been approved prior to access being granted.</p>	Warwick/Newcastle

4.1 c	<p>Physical Security and Environment Controls –</p> <p>Applicable for the period 1 April 2022 - 7 September 2022 for Newcastle and 1 April 2022 - 31 March 2023 for Warwick</p> <p>Reviews of access rights to the Data Centre are performed by the data centre door owner to check that only appropriate persons have access to the facility and that their level of access is suitable. Any users found to have inappropriate access to the Data Centre will have their access revoked. For the Warwick data centre this control operates on a quarterly basis.</p> <p>Warwick data centre For a sample of quarters, inspected access review evidence to determine whether the access review was performed. For any users found to have inappropriate access, inspected the updated data centre access list to determine whether their access was removed</p>	Warwick/Newcastle
4.1 d	<p>Physical Security and Environment Controls –</p> <p>Leavers' access rights to the data centres are revoked on the final day of employment.</p> <p>Warwick data centre For a sample of leavers who had access to the data centre, inspected the leaver form confirming leave date and the email confirmation from the security team to determine whether access was revoked on leave date.</p> <p>Corsham and Farnborough data centres For a sample of leavers who had access to the data centre(s), inspected the leaver form confirming leave date, the Service request raised to revoke access and the ARK access portal audit log to determine whether access was revoked on leave date.</p> <p>Newcastle data centre Management confirmed there have been no leavers with access to the data centre who had their access rights revoked prior to the data centre being decommissioned.</p> <p>These periodic reviews of access rights to the Data Centre are performed to ensure that only appropriate persons have access to the facility and that their level of access is suitable</p>	Warwick/Newcastle
4.2 a	<p>Applicable for the period 1 April 2022 - 31 July 2022</p> <p>Maintenance of data centres' equipment and infrastructures are performed in line with the Maintenance agreement and calendar schedule agreed with the third-party Maintenance provider, Apleona.</p> <p>Inspected maintenance agreements with Apleona to determine whether they are in place for maintenance of the Warwick and Newcastle data centres' equipment and infrastructure.</p> <p>For a sample of planned maintenance work from the agreed maintenance calendar schedule with Apleona, inspected the signed worksheets to confirm that maintenance work over the data centres equipment and infrastructures had taken place.</p>	Warwick/Newcastle

4.2 b	<p>Physical Security and Environment Controls –</p> <p>Applicable for the period 1 April 2022 - 31 July 2022 The backup systems for the power generators within the data centres are tested offline on a monthly basis. They are also tested full load on a quarterly basis.</p> <p>For a sample of months (Newcastle data centre) or weeks (Warwick data centre), inspected the signed engineer worksheets to confirm that back up systems for the power generators were tested offline. For a sample of quarters, inspected the signed engineer worksheets to confirm that full load tests were performed on the data centres back up systems for the power generators.</p>	Warwick/Newcastle
4.2 d	<p>Physical Security and Environment Controls –</p> <p>Applicable for the period 1 April 2022 - 31 July 2022 The Airedale systems are set to trigger an alarm in the data control room if any unexpected changes in temperature or humidity is detected. Priority 1 Issues that cannot be resolved immediately are tracked and resolved via the ICD Service Desk application where it will be passed to the relevant IBM teams for resolution.</p> <p>Management confirmed that there were no instances temperature or humidity Priority 1 issues raised during the reporting period. Nonetheless, for the Warwick data centre, inspected the temperature and humidity monitoring graphs to confirm that there were no instances of temperature and/or humidity breaching the set parameters that would result in an alert.</p>	Warwick/Newcastle
4.3 a	<p>Physical Security and Environment Controls –</p> <p>Applicable for the period 1 April 2022 - 31 July 2022 Hardware is disposed of in a secure manner to ensure that data loss does not occur. A documented procedure is in place which outlines the process to follow to dispose of media (either hard disks or tapes) when it has been removed from service. All assets that are disposed have all data removed before being passed to a third party for destruction.</p> <p>Applicable for the period 1 August 2022 - 31 March 2023 Hardware is disposed of in a secure manner to ensure that data loss does not occur. A documented procedure is in place which outlines the process to follow to dispose of media when it has been removed from service. All assets that are disposed have all data removed before being passed to a third party for destruction.</p> <p>Inspected the disposal policy to determine whether a documented procedure is in place which outlines the process to follow to dispose of media when it has been removed from service. Warwick, Corsham and Farnborough data centres Management have confirmed that there were no instances of hardware that was required to be disposed of in a secure manner in respect of the Warwick, Corsham or Farnborough data centres in the reporting period. Newcastle data centre Inspected the hardware disposals records related to the Newcastle data centre decommissioning to determine whether hardware was disposed</p>	Warwick / Newcastle

	<p>of in a secure manner and whether data was removed before destruction.</p> <p>We enquired of management regarding the controls in place to monitor the physical security and environmental controls of the data centres managed by Crown Hosting Data Centres Limited from 31 July 2022 to 31 March 2023.</p>	
5.1 a	<p>Computer Operations –</p> <p>Scheduled processes are monitored to ensure that they run to schedule and complete normally. The Concurrent Manager system sends an automatically generated e-mail daily to the Monitoring Team following the completion of scheduled jobs showing the status of the jobs (success/failure). The Monitoring Team also checks all ‘National’ processes every morning in the daily checks, and hourly using a Netcool patrol metric. Any schedule process failures are investigated by the Monitoring Team or passed to the relevant IBM support team for resolution.</p> <p>For a sample of days, inspected the daily automated email sent by the Concurrent Manager system to determine whether the completion status of scheduled jobs had been monitored. For any scheduled process failures found, inspected the Service Request raised by the Monitoring Team to confirm that they were investigated or passed on to the relevant IBM support team for resolution</p>	Warwick / Home based
5.2 a	<p>Computer Operations –</p> <p>Backup processes are monitored by staff through the use of the IBM Netcool tool, with failures and errors resulting in an alert. When a new alert is created, staff will assess whether further action is required and, if so, a new Service Request will be raised on the ICD system and assigned to the appropriate team for further investigation and remediation.</p> <p>For a sample of Netcool alerts related to errors in back up processes, inspected these had been assigned to the appropriate team, investigated and resolved as appropriate.</p>	Warwick / Home based
5.2 b	<p>Computer Operations –</p> <p>Applicable for the period 1 April 2022 - 30 June 2022 The disaster recovery (DR) plan is tested in a continuous three-monthly performance testing cycle. Within this cycle the DR recovery mechanism is invoked (including recovery from tape backups) and tested multiple times at the DR site in the North East of England.</p> <p>Applicable for the period 1 July 2022 - 31 March 2023 The disaster recovery (DR) plan is tested in a continuous three-monthly performance testing cycle. Within this cycle the DR recovery mechanism is invoked (including recovery from disk backups) and tested multiple times at the DR site in the East of England.</p>	Warwick / Home based

	<p>Inspected the DR Plan to determine whether it exists and contains ESR disaster recovery policies and procedures.</p> <p>For a sample of quarters, inspected the DR testing plan and Baseline Performance Tests report to determine whether DR testing (including recovery from tape backups) had been conducted.</p>	
6.1 a	<p>Payslip Distribution –</p> <p>All payslip incidents relating to security and timeliness issues raised by the NHS payroll department are logged and managed through the ICD Service Desk application. This involves raising a Service Request with the Service Desk via ICD, which is then investigated and passed to the relevant Support team for resolution.</p> <p>For a sample of payslip incidents, inspected the Service Request ticket raised on ICD to confirm that the incident had been investigated and resolved.</p>	Warwick / Home based
6.1 b	<p>Payslip production & distribution (outsourced to a third party, OPUS) are monitored as part of the monthly SLA meetings held by the ESR SLA Manager with OPUS to discuss performance against agreed KPIs per the SLA with OPUS. The output of these meetings are included with the Monthly Performance Report prepared by the ESR SLA Manager which is also reviewed and discussed by the NHS Central team during the monthly ESR SLA meeting.</p> <p>For a sample of months, inspected:</p> <ul style="list-style-type: none"> the monthly OPUS Performance Management Report and the monthly Performance Monitoring Report to confirm that it provided details of OPUS service performance against SLA obligations; the OPUS Performance Management meeting minutes to confirm that the OPUS Performance Management Report was reviewed and discussed; and the Operations and Performance Board meeting minutes to confirm that the Performance Monitoring Report was reviewed and discussed by the NHS central team during the meeting. 	Warwick / Home based
6.1 c	<p>On a daily basis, the Production Service Manager performs a reconciliation between the payslip requested for printout and payslip delivered to the recipients. Any discrepancies are investigated by the Production Service Manager or passed to the relevant Support team for resolution.</p> <p>For a sample of days, inspected evidence to confirm that a reconciliation had been carried out by the Production Service Manager. For any discrepancies found, inspected the Service Request ticket raised to determine whether they were investigated or passed on to the relevant support team for resolution.</p>	Warwick / Home based

7.1a	<p>Data transfer between the Warwick Data Centre and Crown Hosting Data Centres is to be completed using Oracle database recovery technology, to give assurance on data integrity during migration, and ACID compliance. Transfer is to be completed through a dedicated, point to point link, to give assurance on ++</p> <p>Inspected evidence to confirm the appropriate approvals were obtained prior to the transfer before the migration. Inspected the system change number log to determine whether the data held in the Warwick Data Centre was transferred completely and accurately to the Crown Hosting Data Centres. Inspected evidence to confirm the appropriate approvals were obtained of the service cutover after the data migration was complete.</p>	Warwick / Home based
------	--	----------------------------



Crown
Commercial
Service

RM6188 A&AS Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS or the Buyer does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - (a) verify the accuracy of the Due Diligence Information; or

(b) properly perform its own adequate checks.

2.9 To the extent consistent with the requirements of any Law, CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects. Notwithstanding the foregoing, it is acknowledged that professional advice and reports will only be warranted as accurate as at the date of the report.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

- 3.2.7** The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8** All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9** The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10** The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11** The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12** The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1** Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2** The Supplier must cooperate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3** The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4** The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5** The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6** The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7** The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1** In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
- (b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and
- (c) in accordance with GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority and the Relevant Authority shall use reasonable endeavors to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Relevant Authority.

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Relevant Authority and give reasons;
- (b) propose corrective action; and
- (c) provide a deadline for completing the corrective action.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- (a) the methodology of the review;
- (b) the sampling techniques applied;
- (c) details of any issues; and
- (d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

7.6 The Buyer agrees that it shall give the Supplier reasonable notice if it intends to make an offer of employment to any Supplier Staff whose employment by the Buyer would lead to the Supplier being unable to provide the Deliverables in accordance with the requirements of any Law.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;

- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event; and
- (h) it will comply with each Call-Off Contract.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) willful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use the Supplier's Existing IPR to enable it to both:

- (a) receive and use the Deliverables; and
- (b) make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under a Contract is owned by the Seller. The Seller gives the Buyer a perpetual, royalty-free, irrevocable, transferable worldwide licence to use any New IPRs created under the Contract.

- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1** The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2** The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.
- 10.2 Ending the contract without a reason**
- 10.2.1** CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' written notice.
- 10.2.2** Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

- 10.3.1** If there is a Default, the Relevant Authority may, without limiting its other

rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and

- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and cost schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or

- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 11.3 No Party is liable to the other for:
 - (a) any indirect Losses; or
 - (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
 - (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by Law;
 - (d) its obligation to pay the required Management Charge or Default Management Charge.
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavor's to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
 - (a) Deductions; and

(b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Supplier must use reasonable endeavors to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
- (b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) unless otherwise required by Law, must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;

- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or

(c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority. The Relevant Authority agrees that before making any assignment, novation or transfer it will provide the Supplier with reasonable notice to allow it to comply with any requirements which may apply to it under any Law.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

24. Changing the contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of a Call-Off Contract,

- the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practicable. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;

- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution,

assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure currently at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules currently at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 1.2 CCS expects its Suppliers and Subcontractors to meet the standards set out in that Code. In addition, CCS expects its Suppliers and Subcontractors to comply with the Standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any

allegation of slavery or human trafficking offenses anywhere around the world.

- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and

- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 5.3.1 this is allowed by national law;
- 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>



Crown Copyright 2021

Call-Off Schedule 4 (Call Off Tender)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

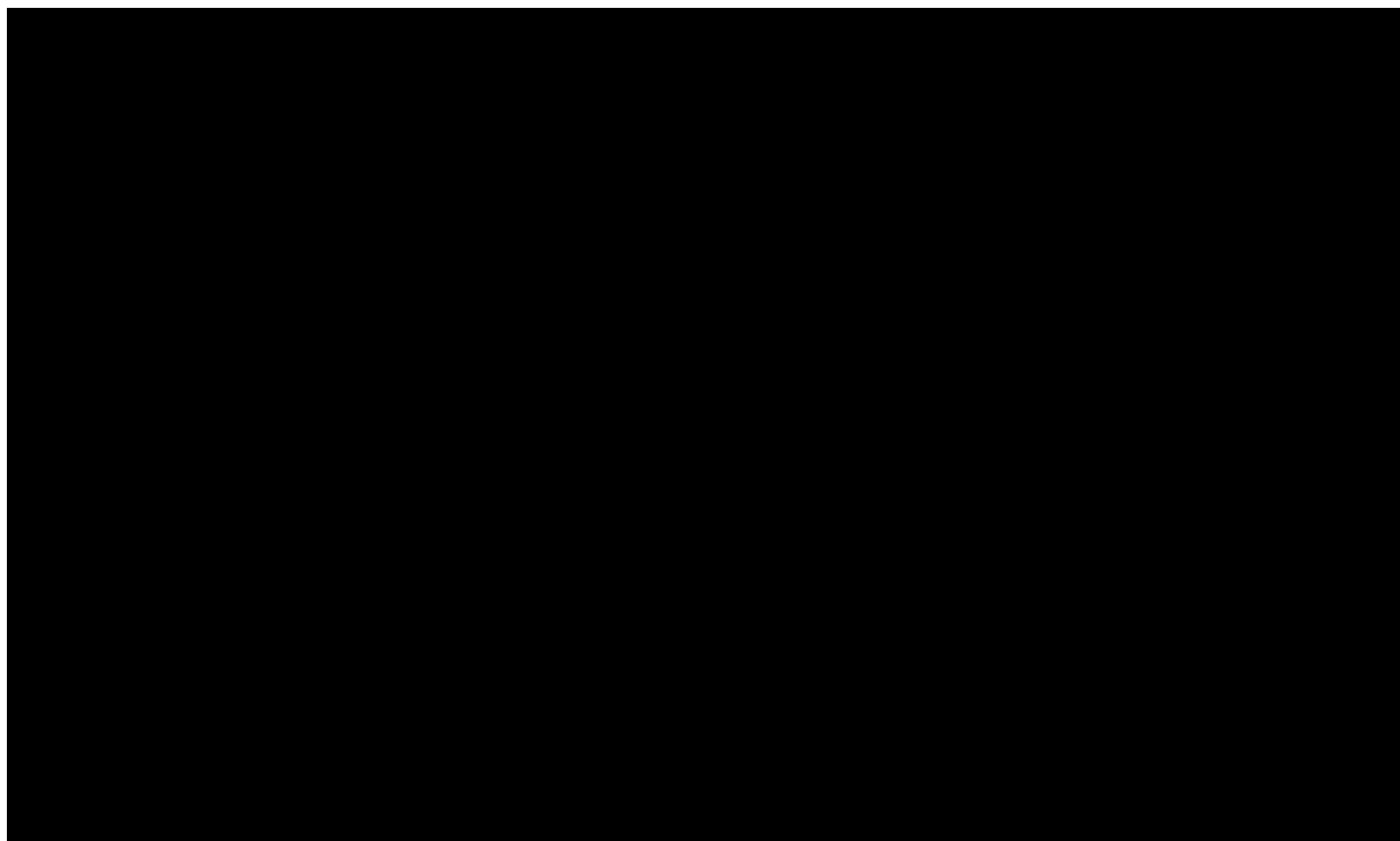


[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]





[Redacted]

[Redacted]

[Redacted]

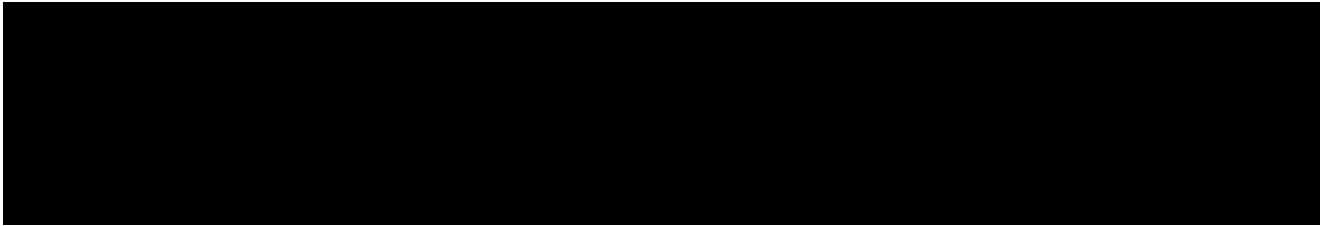
[Redacted]

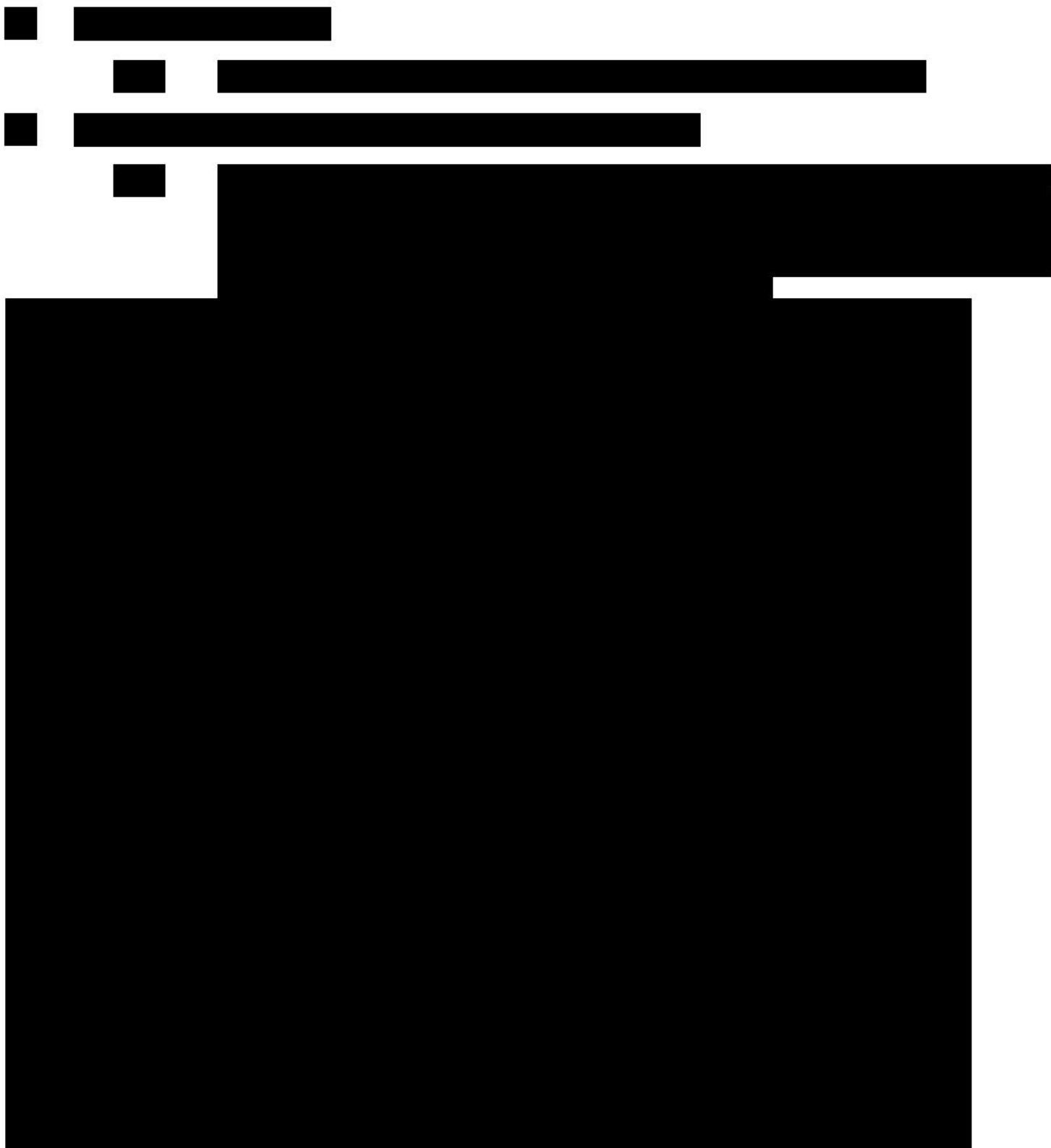
[Redacted]

[Redacted]

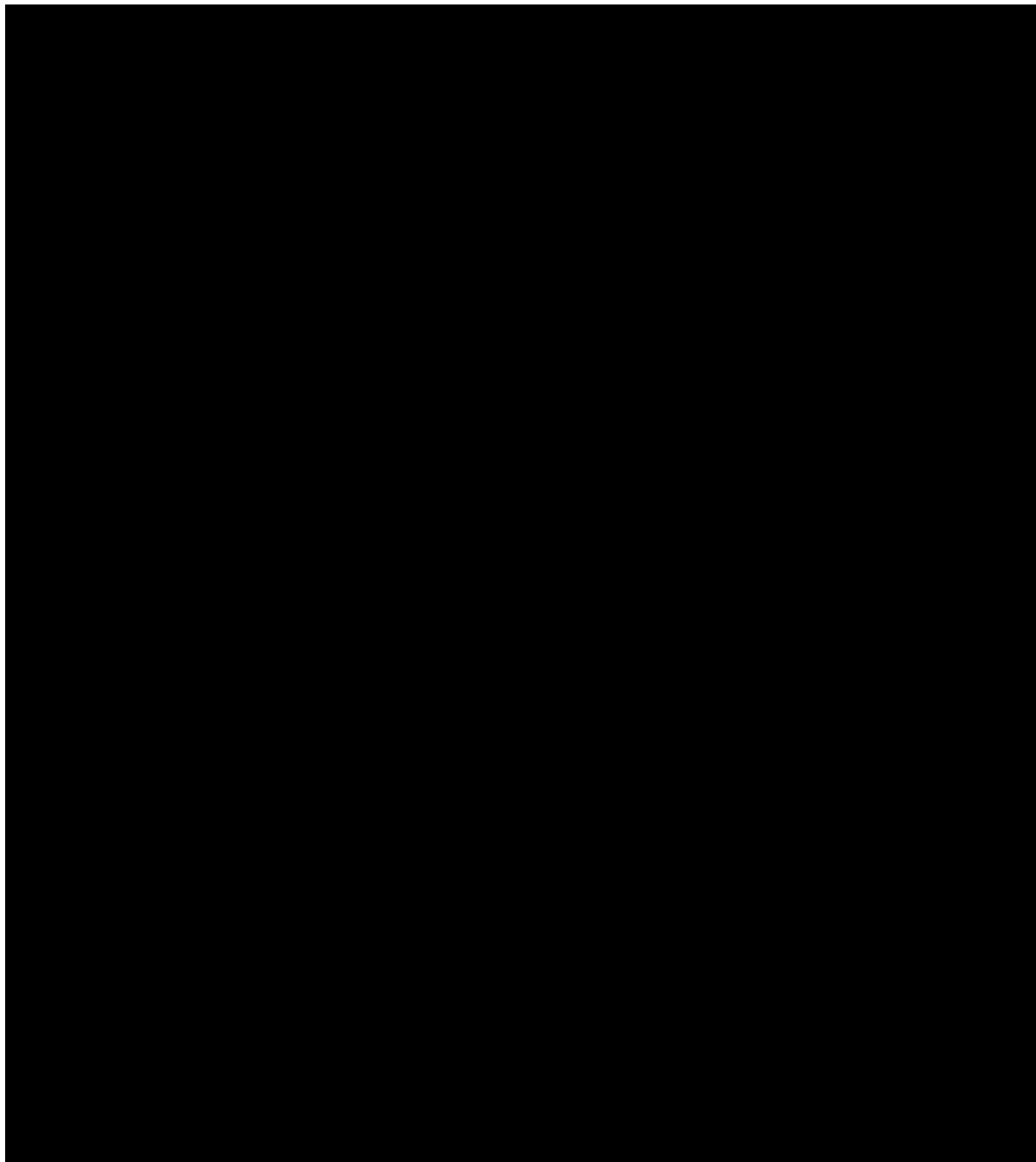
[Redacted]

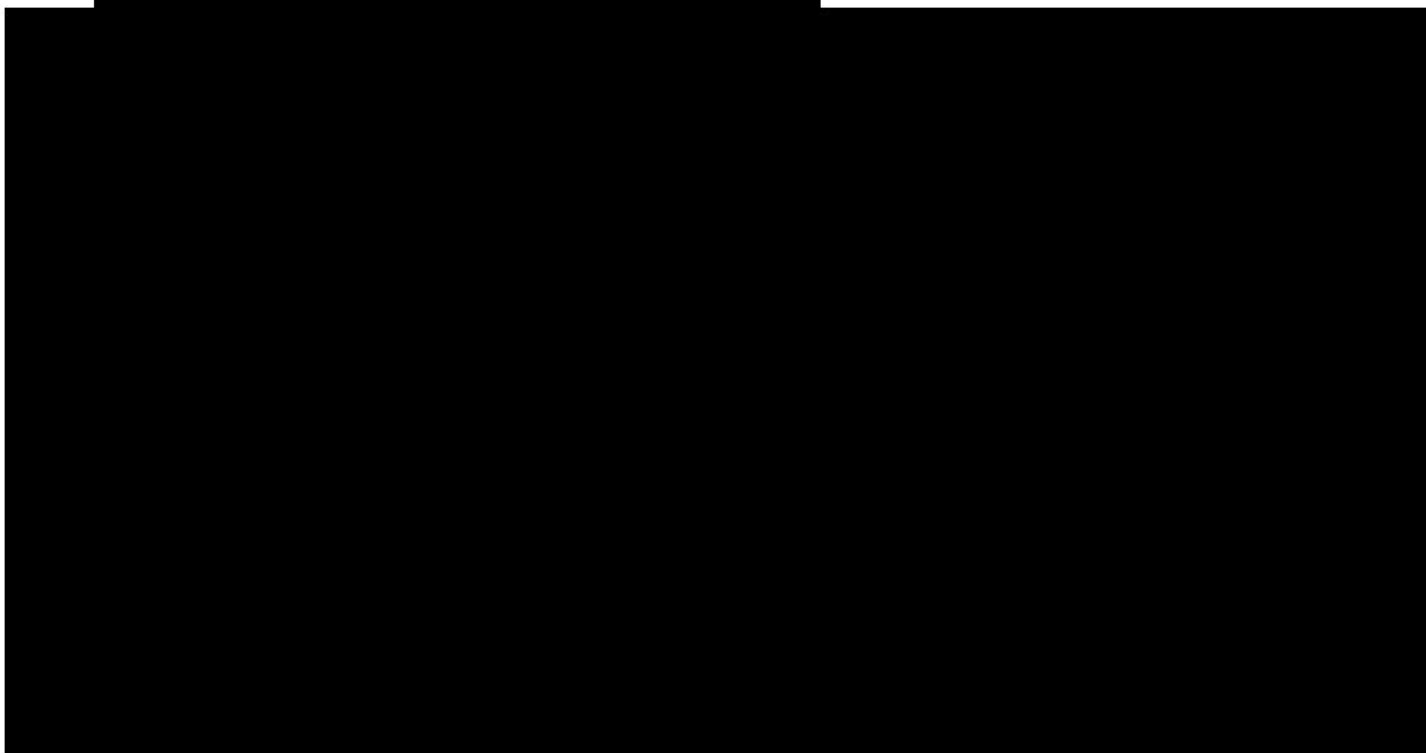
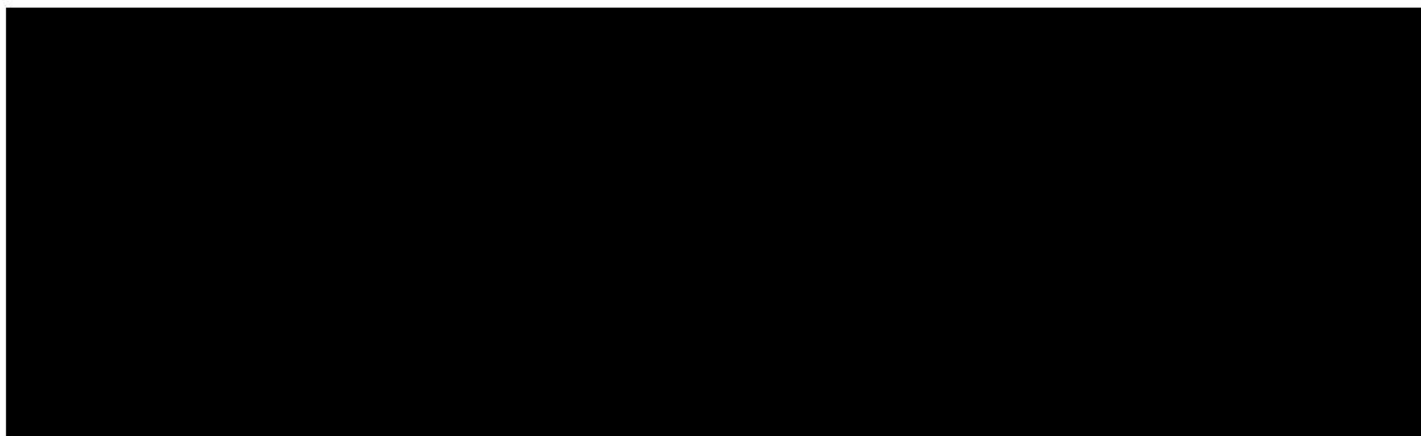
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]



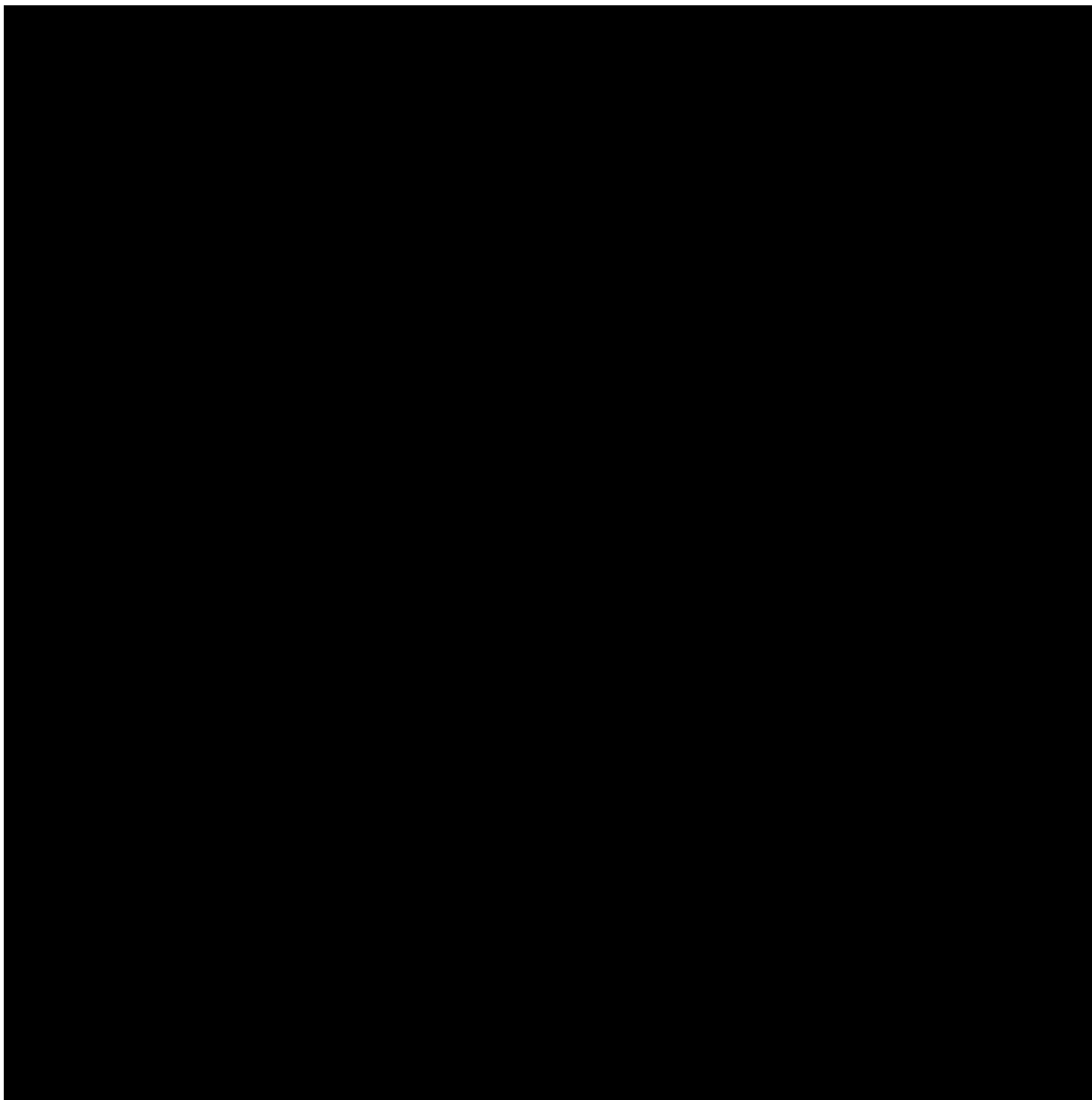


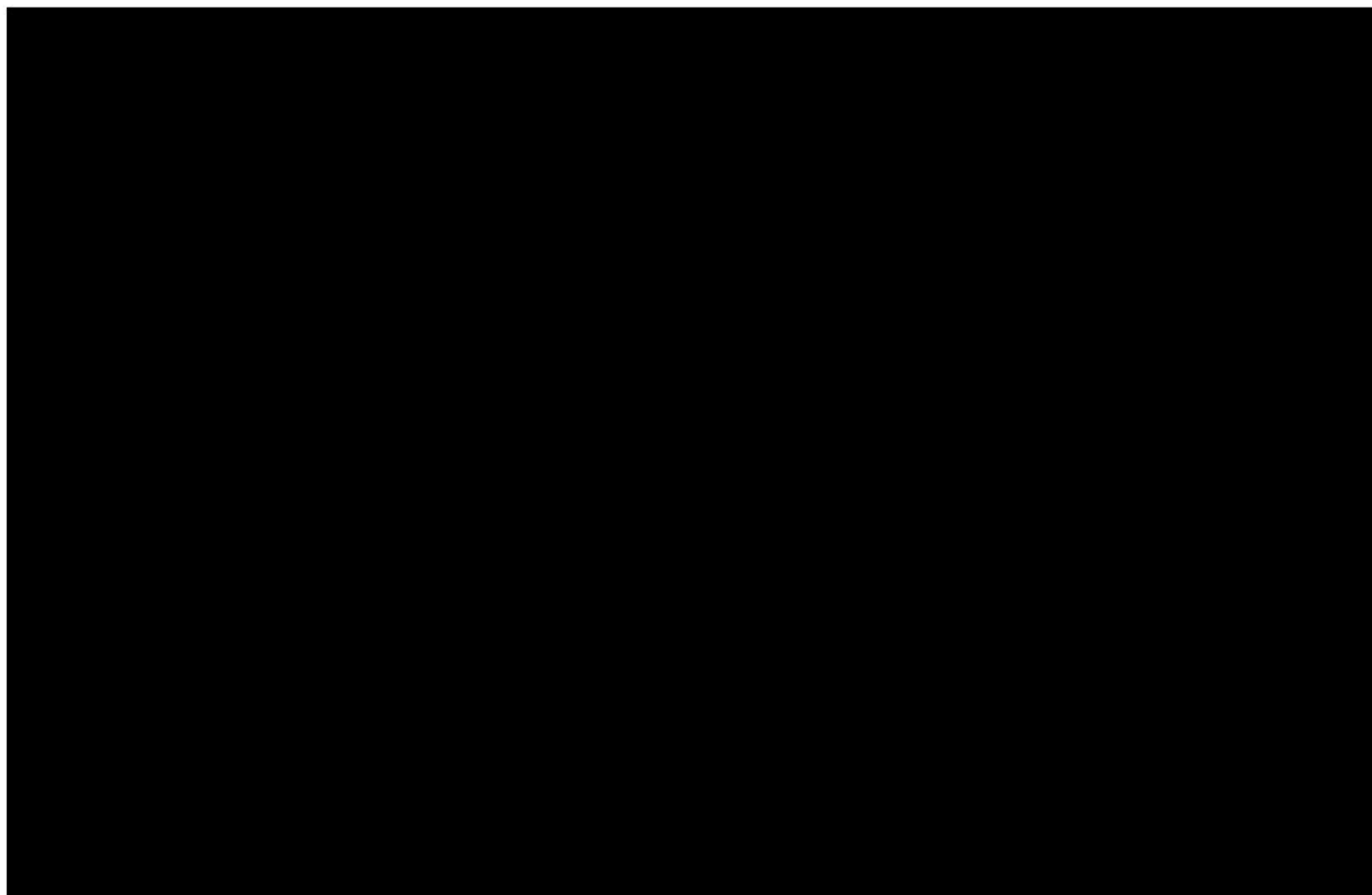
The majority of this page is redacted with black boxes. The redaction includes a large rectangular block covering the main body of the document, and several smaller rectangular blocks at the top left, likely covering a list or table of contents.
























The main body of the document is almost entirely redacted with black boxes. There are several distinct blocks of redacted text, some with small black squares to their left, suggesting a list or structured format. The redaction covers approximately 80% of the page's content area.

- 
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]



[Redacted text block containing multiple paragraphs of blacked-out content]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[illegible]



[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]

[Large redacted block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

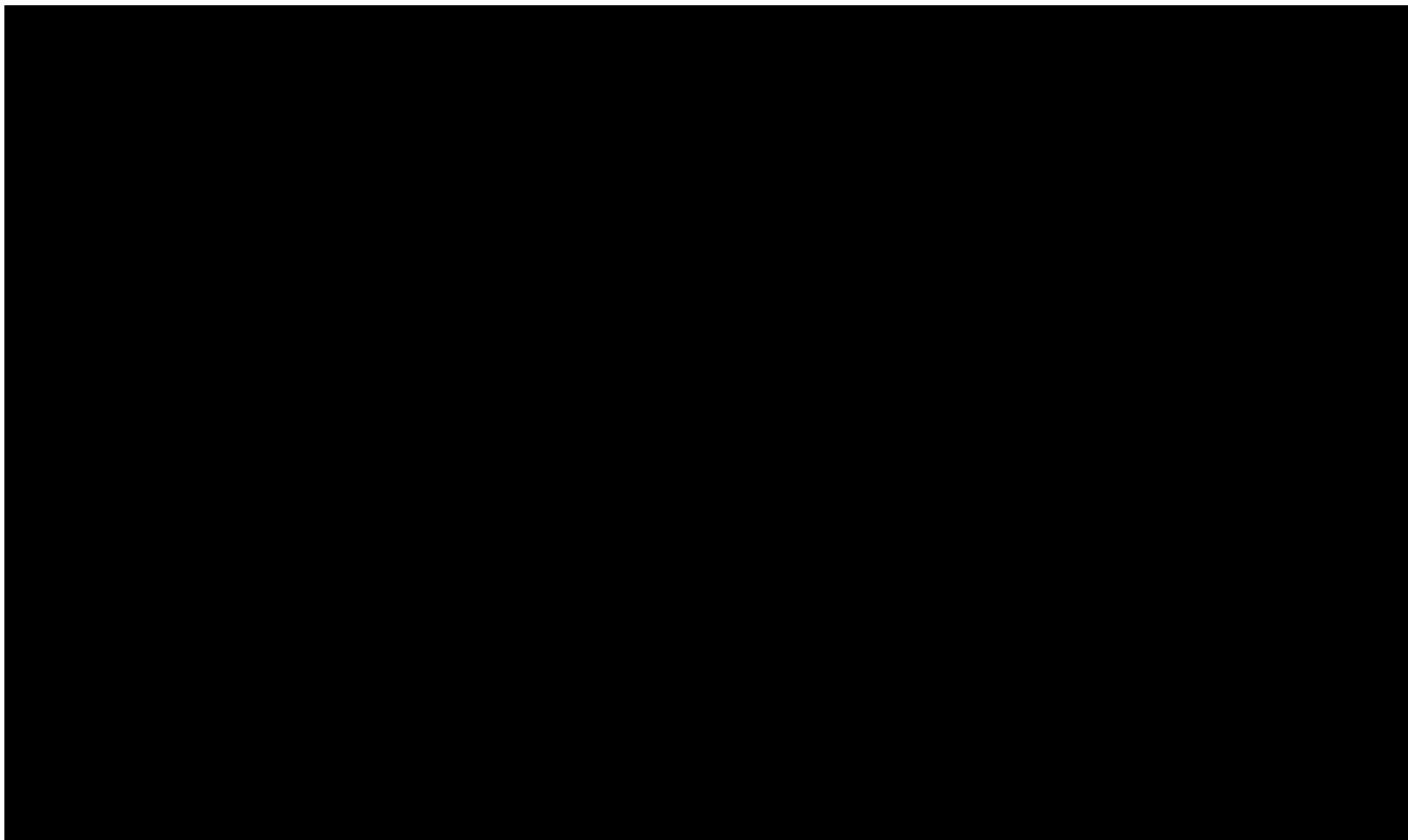
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Document Ends